

H & A OF NEW YORK ENGINEERING AND GEOLOGY, LLP 200 Town Centre Drive Suite 2 Rochester, NY 14623 585.359.9000

10 September 2025 File No. 0127982-100

New York State Department of Environmental Conservation Division of Environmental Remediation, Region 8 6274 East Avon-Lima Road Albany, New York 14414

Attention: Kathryn Lovell, GIT

Project Manager

Subject: Progress Report – August 2025

Delphi Automotive Systems Site

NYSDEC Site No. 828064 1000 Lexington Avenue Rochester, New York 14606

Dear Ms. Lovell:

H & A of New York Engineering and Geology, LLP (Haley & Aldrich of New York) is submitting this progress report on behalf of our client, GM Components Holdings, LLC (GMCH), for activities conducted for the Delphi Automotive Systems Site No. 828064 (Site) located at the GM Rochester Operations Facility, 1000 Lexington Avenue, Monroe County, Rochester, New York. This report provides a summary of project activities conducted at the Site from 1 through 31 August 2025.

#### **ACTIVITIES CONDUCTED DURING THE REPORTING PERIOD**

The remedial measures installed at the Site: Building 22 light non-aqueous phase liquid (LNAPL) recovery system, North Parking Lot groundwater migration control trench (MCT), the Eastside Water Treatment Area (EWTA) groundwater recovery and treatment system (GRTS), Building 1 sub-slab depressurization system (SSDS) and automated LNAPL recovery systems operated throughout the reporting period with the following exceptions:

 Automated LNAPL recovery systems (LR-1 and LR-2) were not operational from 1 – 4 August 2025 due to failures of the systems air compressors. New compressors were installed on 4 August 2025 and the systems were restarted.

#### SAMPLING/TESTING RESULTS DURING REPORTING PERIOD

Wastewater discharge samples were collected from the EWTA and AWTA sampling ports on 4 August 2025 by Paradigm Environmental Services, Inc. for laboratory analysis in accordance with the facility's sewer use permit. The laboratory reports with the results of the analysis of the discharge samples are provided as Attachment 1 to this report.

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#### **REGULATORY COMMUNICATIONS**

On 6 August 2025, a Notice of Excavation for the Air Compressor Room located within Building 1 was submitted to the Department for review. On 14 August 2025, the Department responded to the Notice with a request to conduct on-site monitoring of the planned activities in accordance with Section E-2 of the Excavation Work Plan provided in the approved Site Management Plan (SMP).

On 25 and 26 August 2025, the air compressor room floor was removed and the exposed subbase was inspected and screened using a pre-calibrated handheld photoionization detector (PID). No visual evidence of contamination or elevated PID readings (>10 ppm) were noted during the project activities.

Copies of the Daily Field Reports (DFR) summarizing the project activities are provided as attachments to this report.

On 19 August 2025, a Notice of Excavation for Substation 40 located within Building 1 was submitted to the Department for review. On 21 August 2025, the Department responded to the Notice with a request to conduct on-site monitoring of the planned activities in accordance with Section E-2 of the Excavation Work Plan provided in the approved SMP.

The project activities are planned for the week of 8 September 2025.

#### **REMEDIAL SYSTEM PERFORMANCE**

During the reporting period, the volume of groundwater recovered for treatment and discharge to the Monroe County sewer system under the facility's sewer use permit was approximately:

EWTA Groundwater Recovery System: 25,100 gallons
 Bldg. 22 LNAPL / North Parking Lot MCT: 573,000 gallons

During the reporting period, 4.4 gallons of LNAPL were recovered from the Automated LNAPL recovery systems. The recovered LNAPL was stored in collection drums integral to each system for future disposal by the Facility.

#### **ACTIVITIES ANTICIPATED FOR AUGUST 2025**

Future project activities will include:

- The continued operation of the Bldg. 22 LNAPL recovery system, EWTA GRTS, Building 1 SSDS, automated LNAPL recovery systems and the North Parking Lot groundwater MCT,
- The collection of treatment system discharge monitoring samples for analysis by a NYSDOH certified environmental laboratory,



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- The recovery of LNAPL from the existing monitoring wells with recoverable quantities of LNAPL present,
- The receipt of analysis for the groundwater samples collected during the August sampling event from the monitoring locations listed in the SMP; and,
- Review of DRAFT revised Final Engineering Report by the Departments.

#### **CLOSING**

If you have any questions concerning this information, please do not hesitate to contact us via electronic mail at <a href="mailto:dconley@haleyaldrich.com">dconley@haleyaldrich.com</a> or <a href="mailto:conley@haleyaldrich.com">cmondello@haleyaldrich.com</a> or via telephone at 585.321.4245. Sincerely yours,

HALEY & ALDRICH OF NEW YORK

Claire L. Mondello

Claire L. Mondello

Senior Program Manager

Denis M. Conley Senior Associate

#### Attachments:

Paradigm Environmental Laboratory Reports – August 11, 2025 Daily Field Reports – August 25 and 26, 2025

c: Julia Kenney, NYSDOH
David Pratt, NYSDEC
Charlotte Theobald, NYSDEC
Dudley Loew, NYSDEC
Edward Guster, USEPA
Merrick Alexander, GM
Natalie Hahn, GMCH
Casey Essary, GMCH
Kenneth Gold, GM

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# Analytical Report For

# **GM Components Holdings, LLC**

For Lab Project ID

253666

Referencing

GMCH North Side GW Monitoring

Prepared

Monday, August 11, 2025

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

Emily Jamen

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



Lab Project ID: 253666

Client: <u>GM Components Holdings, LLC</u>

**Project Reference:** GMCH North Side GW Monitoring

**Sample Identifier:** Groundwater North Side (Combined)

**Lab Sample ID:** 253666-01 **Date Sampled:** 8/4/2025 10:41

Matrix: Wastewater Date Received 8/4/2025

#### **PCBs**

<u>Analyte</u>	<u>Result</u>	<u>Units</u>		<b>Qualifier</b>	Date An	alyzed
PCB-1016	< 0.107	ug/L			8/11/202	25 11:31
PCB-1221	< 0.107	ug/L			8/11/202	25 11:31
PCB-1232	< 0.107	ug/L			8/11/202	25 11:31
PCB-1242	< 0.107	ug/L			8/11/202	25 11:31
PCB-1248	< 0.107	ug/L			8/11/202	25 11:31
PCB-1254	< 0.107	ug/L			8/11/202	25 11:31
PCB-1260	< 0.107	ug/L			8/11/202	25 11:31
<u>Surrogate</u>	Percei	nt Recovery	<u>Limits</u>	<b>Outliers</b>	Date Ana	alyzed
Tetrachloro-m-xylene		76.5	17.8 - 104		8/11/2025	11:31

Method Reference(s):EPA 608.3Preparation Date:8/8/2025

#### **Volatile Organics**

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<b>Qualifier</b>	<b>Date Analyzed</b>
1,1,1-Trichloroethane	< 4.00	ug/L		8/8/2025 13:11
1,1,2,2-Tetrachloroethane	< 4.00	ug/L		8/8/2025 13:11
1,1,2-Trichloroethane	< 4.00	ug/L		8/8/2025 13:11
1,1-Dichloroethane	< 4.00	ug/L		8/8/2025 13:11
1,1-Dichloroethene	< 4.00	ug/L		8/8/2025 13:11
1,2-Dichlorobenzene	< 4.00	ug/L		8/8/2025 13:11
1,2-Dichloroethane	< 4.00	ug/L		8/8/2025 13:11
1,2-Dichloropropane	< 4.00	ug/L		8/8/2025 13:11
1,3-Dichlorobenzene	< 4.00	ug/L		8/8/2025 13:11
1,4-Dichlorobenzene	< 4.00	ug/L		8/8/2025 13:11
2-Chloroethyl vinyl Ether	< 10.0	ug/L		8/8/2025 13:11
Benzene	< 2.00	ug/L		8/8/2025 13:11
Bromodichloromethane	< 4.00	ug/L		8/8/2025 13:11
Bromoform	< 10.0	ug/L		8/8/2025 13:11



Lab Project ID: 253666

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< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
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< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
10.5	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
< 10.0	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
< 4.00	ug/L			8/8/2025	13:11
293	ug/L			8/8/2025	13:11
Percent	Recovery	<u>Limits</u>	<b>Outliers</b>	<b>Date Analy</b>	zed
1	11	85.5 - 117		8/8/2025	13:11
9	9.4	80.8 - 113		8/8/2025	13:11
9	6.9	90 - 110		8/8/2025	13:11
1	.06	90 - 110		8/8/2025	13:11
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Method Reference(s): EPA 624.1

Data File: z32895.D

The analyte 2-Chloroethyl vinyl Ether does not recover from acid preserved VOA vials.



# **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.
- "H" = Denotes a parameter analyzed outside of holding time.
- "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.
- "I" = 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 reperform 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.

# CHAIN OF CUSTODY

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# **Chain of Custody Supplement**

Client:	bi Mal	Completed by:	Culin
Lab Project ID:	253666	Date:	8/4/25
	Sample Condition Per NELAC/ELAP 210/		
Condition	NELAC compliance with the sample con Yes	ndition requirements upo No	on receipt N/A
Container Type			
Comm	nents		
Transferred to method- compliant container			
Headspace (<1 mL)	uo A		+ PCB
Preservation Comm	(per labely)		F PUD
Chlorine Absent (<0.10 ppm per test str Comm			
Holding Time	nents		
<b>Temperature</b> Comm	nents 17.0°C rue in Gel		
Compliant Sample Quar			
			-



# Analytical Report For

# **GM Components Holdings, LLC**

For Lab Project ID

253668

Referencing

GMCH East Side GW Monitoring

Prepared

Monday, August 11, 2025

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

Emily Farmen

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



Lab Project ID: 253668

Client: <u>GM Components Holdings, LLC</u>

**Project Reference:** GMCH East Side GW Monitoring

Sample Identifier: Groundwater East Side

**Lab Sample ID:** 253668-01 **Date Sampled:** 8/4/2025 10:49

Matrix: Wastewater Date Received 8/4/2025

#### Oil and Grease

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<b>Date Analyzed</b>
Oil & Grease, Total Recoverable	<4.8	mg/L		8/8/2025

Method Reference(s): EPA 1664A
Subcontractor ELAP ID: 10709

#### **PCBs**

<u>Analyte</u>	<u>Result</u>	<u>Units</u>		Qualifier	Date An	alyzed
PCB-1016	< 0.106	ug/L			8/11/202	25 11:59
PCB-1221	< 0.106	ug/L			8/11/202	25 11:59
PCB-1232	< 0.106	ug/L			8/11/202	25 11:59
PCB-1242	< 0.106	ug/L			8/11/202	25 11:59
PCB-1248	< 0.106	ug/L			8/11/202	25 11:59
PCB-1254	< 0.106	ug/L			8/11/202	25 11:59
PCB-1260	< 0.106	ug/L			8/11/202	25 11:59
<u>Surrogate</u>	<u>Percen</u>	t Recovery	<u>Limits</u>	<u>Outliers</u>	Date An	alyzed
Tetrachloro-m-xylene	(	53.2	17.8 - 104		8/11/2025	11:59

Method Reference(s):EPA 608.3Preparation Date:8/8/2025

#### **Volatile Organics**

Analyte	Result	<u>Units</u>	<b>Qualifier</b>	<b>Date Analyzed</b>	Ĺ
1,1,1-Trichloroethane	< 2.00	ug/L		8/8/2025 13:3	30
1,1,2,2-Tetrachloroethane	< 2.00	ug/L		8/8/2025 13:3	30
1,1,2-Trichloroethane	< 2.00	ug/L		8/8/2025 13:3	30
1,1-Dichloroethane	< 2.00	ug/L		8/8/2025 13:3	30
1,1-Dichloroethene	< 2.00	ug/L		8/8/2025 13:3	30
1,2-Dichlorobenzene	< 2.00	ug/L		8/8/2025 13:3	30
1,2-Dichloroethane	< 2.00	ug/L		8/8/2025 13:3	30
1,2-Dichloropropane	< 2.00	ug/L		8/8/2025 13:3	30
1,3-Dichlorobenzene	< 2.00	ug/L		8/8/2025 13:3	30



Lab Project ID: 253668

Client: <u>GM Components Holdings, LLC</u>

**Project Reference:** GMCH East Side GW Monitoring

Sample Identifier: Groundwater East Side

**Lab Sample ID:** 253668-01 **Date Sampled:** 8/4/2025 10:49

Matrix: Wastewater Date Received 8/4/2025

Toluene-D8		101	90 - 110		8/8/2025	13:30
Pentafluorobenzene		94.2	90 - 110		8/8/2025	13:30
4-Bromofluorobenzene		95.6	80.8 - 113		8/8/2025	13:30
1,2-Dichloroethane-d4		107	85.5 - 117		8/8/2025	13:30
Surrogate	<u>Perc</u>	cent Recovery	<u>Limits</u>	<u>Outliers</u>	Date Ana	lyzed
Vinyl chloride	< 2.00	ug/L			8/8/202	5 13:30
Trichlorofluoromethane	< 2.00	ug/L			8/8/202	5 13:30
Trichloroethene	< 2.00	ug/L			8/8/202	5 13:30
trans-1,3-Dichloropropene	< 2.00	ug/L			8/8/202	5 13:30
trans-1,2-Dichloroethene	< 2.00	ug/L			8/8/202	5 13:30
Toluene	< 2.00	ug/L			8/8/202	5 13:30
Tetrachloroethene	< 2.00	ug/L			8/8/202	5 13:30
Methylene chloride	< 5.00	ug/L			8/8/202	5 13:30
Ethylbenzene	< 2.00	ug/L			8/8/202	5 13:30
Dibromochloromethane	< 2.00	ug/L			8/8/202	5 13:30
cis-1,3-Dichloropropene	< 2.00	ug/L			8/8/202	5 13:30
cis-1,2-Dichloroethene	< 2.00	ug/L			8/8/202	5 13:30
Chloromethane	< 2.00	ug/L			8/8/202	5 13:30
Chloroform	< 2.00	ug/L			8/8/202	5 13:30
Chloroethane	< 2.00	ug/L			8/8/202	5 13:30
Chlorobenzene	< 2.00	ug/L			8/8/202	5 13:30
Carbon Tetrachloride	< 2.00	ug/L			8/8/202	5 13:30
Bromomethane	< 2.00	ug/L			8/8/202	5 13:30
Bromoform	< 5.00	ug/L				5 13:30
Bromodichloromethane	< 2.00	ug/L			8/8/202	
Benzene	< 1.00	ug/L			8/8/202	5 13:30
2-Chloroethyl vinyl Ether	< 5.00	ug/L			8/8/202	5 13:30
1,4-Dichlorobenzene	< 2.00	ug/L			8/8/202	5 13:30

Method Reference(s): EPA 624.1

Data File: z32896.D

The analyte 2-Chloroethyl vinyl Ether does not recover from acid preserved VOA vials.



# **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.
- "H" = Denotes a parameter analyzed outside of holding time.
- "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.
- "I" = 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 reperform 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.

# CHAIN OF CUSTODY

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4(	Other please indicate date needed	Rush 2 day Rush 1 day	Rush 3 day	10 day	Standard 5 day	Availabi	Turnaround Time						8/4/15	DATE COLLECTED		GMCH East Side GW Monitoring	PROJEC		ENVIRONMENTAL	DA R		
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	Other DD Other EDD please indicate package needed please indicate EDD needed:		NYSDEC EDD	Basic EDD	None Required	Availability contingent upon lab approval; additional fees may apply.	Report Supplements						Groundwater East Side	SAMPLE IDENTIFIER		Matrix Codes: AQ - Aqueous Liquid NQ - Non-Aqueous Liquid	ATTN: Natalie Hahn, Erik Anderson	PHONE: 585-647-4766, 585-280-3352	CITY: Rochester STATE: NY	ADDRESS: 1000 Lexington Ave	CLIENT: GM Components Holdings, LLC	REPORT TO:
	By signing this form, client agrees to Parad	Recaived @ Lab By	Received By	Relinquished By	Sampled By Parad	Cont	Z Z	_					WW	× − ス ⊣ ▷ ≤	THE SECTION	WA - Water WG - Groundwater			ZIP: 14606			THE PERSON NAMED IN
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4/25 13:02	igm Terms and Conditions (reverse).	3			14/25 @ 1243					dconley@haleyaldrich.com	email results to Denis Conley	624 + cis1,2 DCE	low level PCB DL (0.1 ppb)			ge	2-006		14623			No. of Lot
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# **Chain of Custody Supplement**

Client:	GMCH	Completed by:	Cadrida
Lab Project ID:	253668	Date:	8/4/25
	Sample Condition Req Per NELAC/ELAP 210/241/2	uirements 42/243/244	
Condition A	VELAC compliance with the sample condition  Yes	on requirements upo No	on receipt N/A
Container Type			
Comments	3		
Transferred to method- compliant container			+
Headspace (<1 mL)	J VOA		+
Preservation  Comments	USA (P21 labels)		L + PUB
Chlorine Absent (<0.10 ppm per test strip) Comments	VOA: C/- Mag.		- of 4
Holding Time  Comments			
Temperature  Comments	19.0°C in field		
Compliant Sample Quantity/	Туре		

# CHAIN OF CLISTORY

PARA. SAMPLE NUMBER	PARA	\$ S S S S S S S S S S S S S S S S S S S	REMARKS		ALYSIS	STED ANALYSIS	REQUES		₩ ×- ਸ਼ + > ≤		SAMPLE LOCATION/FIELD ID  Pr East Side  ELAC Compliance	SAMPLE LOCATIONIFIE  Groudwater East Side  E**  1/242/243/244  NELAC Compliance	Groud:	THIS L	TIME O NAME O O O O O O O O O O O O O O O O O O O	DATE TIME O R S B S B S S S S S S S S S S S S S S S	Sam 10 9 8 7 6 5 4 3 2 1
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250805038 Page 8 of 8



Project: Compressor Room Excavation Date: 8/25/2025

Client:GMWeather:Location:GM LexingtonTemperate

Location:GM LexingtonTemperature:Staff:Jada BernittFile No:0127982-104

Tailgate Meeting Not conducted/Attended

**Contractor** State Group

Purpose of Visit Monitor excavation work

Work Summary Overseeing excavation work in the air compressor room. Monitoring for VOCs with a PID.

Comments Joe Giroux (716-359-0427) is the foreman completing the excavation work. Highest PID reading of the

day was 0.5 ppm.

Time	Activities
06:45:43	Picked up PID from Eco Rentals.
07:05:16	On site at GM Lexington.
08:15:40	PID background monitoring begins. Background air is 0.1 ppm.
08:56:39	PID reading 0.3ppm in the room. PID reading 0.4ppm when close to excavation area.
11:01:56	About to start drilling to break some more of the ground. Ground is being sprayed with water to help control dust.
11:49:36	Done digging for the day. Will resume at 7:15am tomorrow.



Compressor Room Excavation Project:

Client: GM

**GM** Lexington Location:

Staff: Jada Bernitt

8/25/2025 Date:

Weather:

Temperature:

File No: 0127982-104



**Photo Number: 1** 



Compressor Room Excavation Project:

Client: GM

**GM** Lexington Location:

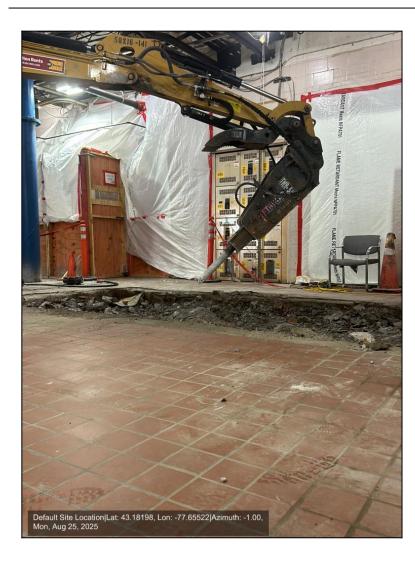
Jada Bernitt Staff:

8/25/2025 Date:

Weather:

Temperature:

File No: 0127982-104



**Photo Number: 2** 



Project: Compressor Room Floor Excavation Date: 8/26/2025

Client:General MotorsWeather:Location:GM LexingtonTemperature:

Staff: Jada Bernitt File No: 0127983-104

Tailgate Meeting Not conducted/Attended

**Contractor** State Group

Purpose of Visit PID Monitoring

Work Summary Monitor excavation periodically with PID.

**Comments** Highest reading was 3.5 ppm. Same foreman, Joe, responsible for excavation.

Time	Activities
07:00:48	H&A Onsite
07:40:39	Background air reading between 0.3 and 0.4 ppm.
07:52:49	PID read 0.7 ppm when held above the ground surface at the bottom of the excavation. Unusual odor at this time as well.
08:42:01	Mats, seen in photo #4, are being pulled out of the excavation, the foreman, Joe Giroux, believes these are causing the odor. He agreed that the odor is unusual, neither of us know how to describe it, but there was no spike in PID readings when brought close to the mats.
09:59:41	Done using machinery to clear first excavation, as seen in Photo #5. The remaining material in the excavation will be dug out with a shovel. Moving on to the second excavation, seen in Photo #6.
10:18:55	Second excavation is being drilled out. Hose sprays water periodically to control dust.
10:19:47	Background air is at about 0.2 ppm.
12:47:28	PID read at about 3.5 ppm for a second when held close to ground next to a recently uncovered area.
13:30:01	Done with excavating for the day. H&A off site.



Project: Compressor Room Floor Excavation

Client: General Motors
Location: GM Lexington

Staff: Jada Bernitt File No: 0127983-104



**Photo Number: 1** 

8/26/2025

-

Date:

Weather:

Temperature:



Project: Compressor Room Floor Excavation

Client: General Motors
Location: GM Lexington

Staff: Jada Bernitt File No: 0127983-104



**Photo Number: 2** 

8/26/2025

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Date:

Weather:

Temperature:



Project: Compressor Room Floor Excavation

Client: General Motors
Location: GM Lexington

Staff: Jada Bernitt

Date: 8/26/2025

Weather:

Temperature:

**File No:** 0127983-104



**Photo Number:** 3

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Project: Compressor Room Floor Excavation

Client: General Motors
Location: GM Lexington

Staff: Jada Bernitt

Date: 8/26/2025

Weather:

Temperature:

**File No:** 0127983-104



**Photo Number:** 4

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Project: Compressor Room Floor Excavation

Client: General Motors
Location: GM Lexington

Staff: Jada Bernitt

Date: 8/26/2025

Weather:

Temperature:

**File No:** 0127983-104



**Photo Number:** 5

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Project: Compressor Room Floor Excavation

Client: General Motors
Location: GM Lexington

Staff: Jada Bernitt

Date: 8/26/2025

Weather:

Temperature:

**File No:** 0127983-104



**Photo Number:** 6

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Project: Compressor Room Floor Excavation

Client: General Motors
Location: GM Lexington

Staff: Jada Bernitt

Date: 8/26/2025

Weather:

Temperature:

**File No:** 0127983-104



**Photo Number:** 7

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