H & A OF NEW YORK ENGINEERING
AND GEOLOGY, LLP
260 East Main Street
Suite 2100
Rochester, NY 14606
585.359.9000

10 April 2026
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 – March 2026
Delphi Automotive Systems Site
NYSDEC Site No. 828064
1000 Lexington Avenue
Rochester, New York 14606

Dear Kathryn:

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 March 2026.

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 Waste 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:

- The EWTA GRTS was taken offline on 6 March 2026 when the air stripper sump transfer pump was observed to have failed. A replacement pump has been ordered and is expected to be installed in April 2026.

- SSDS suction pits SP-3 and SP-5 were observed to be off on 27 March and were restarted by a site electrician the same day. SP-5 was again observed to be off on 31 March and was restarted the same day.

SAMPLING/TESTING RESULTS DURING REPORTING PERIOD

Wastewater discharge samples were collected from the AWTA sampling port on 16 March 2026 by Paradigm Environmental Services, Inc. for laboratory analysis in accordance with the facility's sewer use permit. Due to the failure of the EWTA air stripper sump transfer pump, a discharge sample was not obtained for the system.

A copy of the laboratory report with the results of the analysis of the discharge samples are provided as attachments to this report.

On 26 and 27 March 2026, Haley & Aldrich staff collected samples of indoor air and outdoor ambient air in accordance with the Site Management Plan (SMP). The samples were submitted under a chain of custody (COC) for the analysis of VOCs using EPA Method TO-15 to Eurofins USA, a NYSDOH ELAP certified laboratory.

REGULATORY COMMUNICATIONS

On 3 March, the Department requested a correction to the Site Description and the Site Survey in the Environmental Easement for the Site.

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: 15,717 gallons
- Bldg. 22 LNAPL / North Parking Lot MCT: 796,289 gallons

During the reporting period, approximately 18 gallons of LNAPL were recovered from the automated LNAPL recovery systems, and approximately 12 gallons of LNAPL were recovered manually. The recovered LNAPL was stored in collection drums integral to each system for future disposal by the facility.

ACTIVITIES ANTICIPATED FOR APRIL 2026

Future project activities will include:

- The submission of the revised Site Description and Site Survey in the Environmental Easement for the Site,

- The continued operation of the Bldg. 22 LNAPL recovery system, the North Parking Lot groundwater MCT, Building 1 SSDS, and automated LNAPL recovery systems,

- The restart of the EWTA GRTS following the installation of the replacement air stripper sump transfer pump,

- The collection of treatment system discharge monitoring samples for analysis by a NYSDOH certified environmental laboratory,

- The receipt of the results from the analysis of the indoor air and outdoor air samples from Eurofins laboratory; and,

- The recovery of LNAPL from the existing monitoring wells with recoverable quantities of LNAPL present.

CLOSING

If you have any questions concerning this information, please do not hesitate to contact us via electronic mail at dconley@haleyaldrich.com or cmondello@haleyaldrich.com or via telephone at 585.321.4245.
Sincerely yours,

H & A OF NEW YORK ENGINEERING AND GEOLOGY, LLP

Claire L. Mondello CHMM
Program Manager

Denis M. Conley
Senior Associate

Attachments:

Paradigm Environmental Laboratory Report – March 23, 2026

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

PARADIGM
ENVIRONMENTAL SERVICES, INC

Analytical Report For

GM Components Holdings, LLC

For Lab Project ID

260906

Referencing

GMCH North Side GW Monitoring

Prepared

Monday, March 23, 2026

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: 260906

Client: **GM Components Holdings, LLC**

Project Reference: GMCH North Side GW Monitoring

Sample Identifier:	Groundwater North Side (Combined)		
Lab Sample ID:	260906-01	**Date Sampled:**	3/16/2026 9:55
Matrix:	Wastewater	**Date Received**	3/16/2026

PCBs

Analyte	Result	Units	Qualifier	Date Analyzed
PCB-1016	< 0.101	ug/L		3/23/2026 09:44
PCB-1221	< 0.101	ug/L		3/23/2026 09:44
PCB-1232	< 0.101	ug/L		3/23/2026 09:44
PCB-1242	< 0.101	ug/L		3/23/2026 09:44
PCB-1248	< 0.101	ug/L		3/23/2026 09:44
PCB-1254	< 0.101	ug/L		3/23/2026 09:44
PCB-1260	< 0.101	ug/L		3/23/2026 09:44

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
Tetrachloro-m-xylene	**82.9**	17.8 - 104		3/23/2026 09:44

Method Reference(s): EPA 608.3
Preparation Date: 3/20/2026

Volatile Organics

Analyte	Result	Units	Qualifier	Date Analyzed
1,1,1-Trichloroethane	< 2.00	ug/L		3/17/2026 13:44
1,1,2,2-Tetrachloroethane	< 2.00	ug/L		3/17/2026 13:44
1,1,2-Trichloroethane	< 2.00	ug/L		3/17/2026 13:44
1,1-Dichloroethane	< 2.00	ug/L		3/17/2026 13:44
1,1-Dichloroethene	< 2.00	ug/L		3/17/2026 13:44
1,2-Dichlorobenzene	< 2.00	ug/L		3/17/2026 13:44
1,2-Dichloroethane	< 2.00	ug/L		3/17/2026 13:44
1,2-Dichloropropane	< 2.00	ug/L		3/17/2026 13:44
1,3-Dichlorobenzene	< 2.00	ug/L		3/17/2026 13:44
1,4-Dichlorobenzene	< 2.00	ug/L		3/17/2026 13:44
2-Chloroethyl vinyl Ether	< 5.00	ug/L		3/17/2026 13:44
Benzene	< 1.00	ug/L		3/17/2026 13:44
Bromodichloromethane	< 2.00	ug/L		3/17/2026 13:44
Bromoform	< 5.00	ug/L		3/17/2026 13:44

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Matrix:	Wastewater	**Date Received**	3/16/2026

Bromomethane	< 2.00	ug/L		3/17/2026 13:44
Carbon Tetrachloride	< 2.00	ug/L		3/17/2026 13:44
Chlorobenzene	< 2.00	ug/L		3/17/2026 13:44
Chloroethane	< 2.00	ug/L		3/17/2026 13:44
Chloroform	< 2.00	ug/L		3/17/2026 13:44
Chloromethane	**2.69**	ug/L		3/17/2026 13:44
cis-1,2-Dichloroethene	**5.64**	ug/L		3/17/2026 13:44
cis-1,3-Dichloropropene	< 2.00	ug/L		3/17/2026 13:44
Dibromochloromethane	< 2.00	ug/L		3/17/2026 13:44
Ethylbenzene	< 2.00	ug/L		3/17/2026 13:44
Methylene chloride	< 5.00	ug/L		3/17/2026 13:44
Tetrachloroethene	< 2.00	ug/L		3/17/2026 13:44
Toluene	< 2.00	ug/L		3/17/2026 13:44
trans-1,2-Dichloroethene	< 2.00	ug/L		3/17/2026 13:44
trans-1,3-Dichloropropene	< 2.00	ug/L		3/17/2026 13:44
Trichloroethene	< 2.00	ug/L		3/17/2026 13:44
Trichlorofluoromethane	< 2.00	ug/L		3/17/2026 13:44
Vinyl chloride	**136**	ug/L		3/17/2026 13:44

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
1,2-Dichloroethane-d4	**106**	85.5 - 117		3/17/2026 13:44
4-Bromofluorobenzene	**87.9**	80.8 - 113		3/17/2026 13:44
Pentafluorobenzene	**92.4**	90 - 110		3/17/2026 13:44
Toluene-D8	**97.2**	90 - 110		3/17/2026 13:44

Method Reference(s): EPA 624.1

Data File: z36760.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 TNI 2016, sections 5.8.6 and 5.8.7

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

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

Limitations of Liability. In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.
LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results.
All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB.
Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

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

Sample Handling. Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises.
Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on th final report.
Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples.
LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.

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

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

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

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

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

CHAIN OF CUSTODY

PARADIGM ENVIRONMENTAL SERVICES

REPORT TO:		INVOICE TO:		LAB PROJECT ID
CLIENT:	GM Components Holdings, LLC	CLIENT:	H&A AP@haleyaldrich.com	260906
ADDRESS:	1000 Lexington Ave	ADDRESS:	200 Town Center Drive Suite 2	
CITY:	Rochester STATE: NY ZIP: 14606	CITY:	Rochester STATE: NY ZIP: 14623	Quotation #:
PHONE:	585-647-4766, 585-280-3352	PHONE:	(585) 321-4219	Email: natalie.hahn@gm.com
ATTN:	Natalie Hahn, Erik Anderson	ATTN:	Claire Mondello Project Ref# 127982-006	

PROJECT REFERENCE

GMCH North Side GW Monitoring

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

REQUESTED ANALYSIS

DATE COLLECTED	TIME COLLECTED	COMPOSITE	GRAB	SAMPLE IDENTIFIER	MATRIX CODES	NUMBER OF CONTAINERS	PCBs 608	624 Site Specific(HCL)	REMARKS	PARADIGM LAB SAMPLE NUMBER
3/16/26	0955		X	Groundwater North Side(Combined)	WW	3	X	X	low level PCB DL (0.1 ppb)	01
									624 + cis-1,2 DCE	
									email results to Denis Conley	
									dconley@haleyaldrich.com	

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

Sampled By Paradigm — Date/Time: 3/16/26

Relinquished By — Date/Time: 3/16/26 @ 1110

Total Cost:

Received By — Date/Time: 3/16/26 11:21

Received @ Lab By — Date/Time:

P.I.F.

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

12.4 °C read in field 3/16/26 11:17

See additional page for sample conditions.

PARADIGM
ENVIRONMENTAL SERVICES

Chain of Custody Supplement

Client: GM Components Holdings **Completed by:** [signature]

Lab Project ID: 260906 **Date:** 3/16/2026

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	☑	☐	☐
Comments			
Transferred to method-compliant container	☐	☐	☑
Headspace (<1 mL)	☑ VOA	☐	☑
Comments			
Preservation	☑ VOA (label)	☐	☑
Comments			
Chlorine Absent (<0.10 ppm per test strip)	☑	☐	☐
Comments	VOA; Cl- neg.		
Holding Time	☑	☐	☐
Comments			
Temperature	☑	☐	☐
Comments	12.4°C Iced in Field		
Compliant Sample Quantity/Type	☑	☐	☐
Comments			