SITE CHARACTERIZATION WORKPLAN

Prepared For:

ACE CLEANERS
NYSDEC SITE #HW828133
4626 LAKE ROAD SOUTH
BROCKPORT, New York

Prepared By:

Engineered Environments
50 Harvest Rd
Fairport, NY

REVISED
May 2008

SITE CHARACTERIZATION WORKPLAN

Ace Cleaners
Brockport, New York

1.0 Site Characterization Workplan

Ace Cleaners is a small dry cleaning and Laundromat located in northwestern Monroe County, New York. The site location is presented in **Figure 1**. The facility is subject to a site characterization effort to determine its environmental standing concerning potential impacts. Site characterization of the property at 4626 Lake Road in the Town of Sweden (Brockport), New York will be performed partly in response to information generated through a spill cleanup response effort previously undertaken at the site. The previous cleanup effort was to address the reported and documented spill incident designated by the New York State Department of Environmental Conservation (NYSDEC), as Spill No. 0500215. A copy of the most recent Spill Incidents Database Search is included as **Attachment A** and indicates that the spill was closed on June 20, 2005. The site has also been designated by the NYSDEC, as Site No. HW828133. This Plan is also being submitted as part of the requirements enumerated in Order on Consent #B8-0718-06-06.

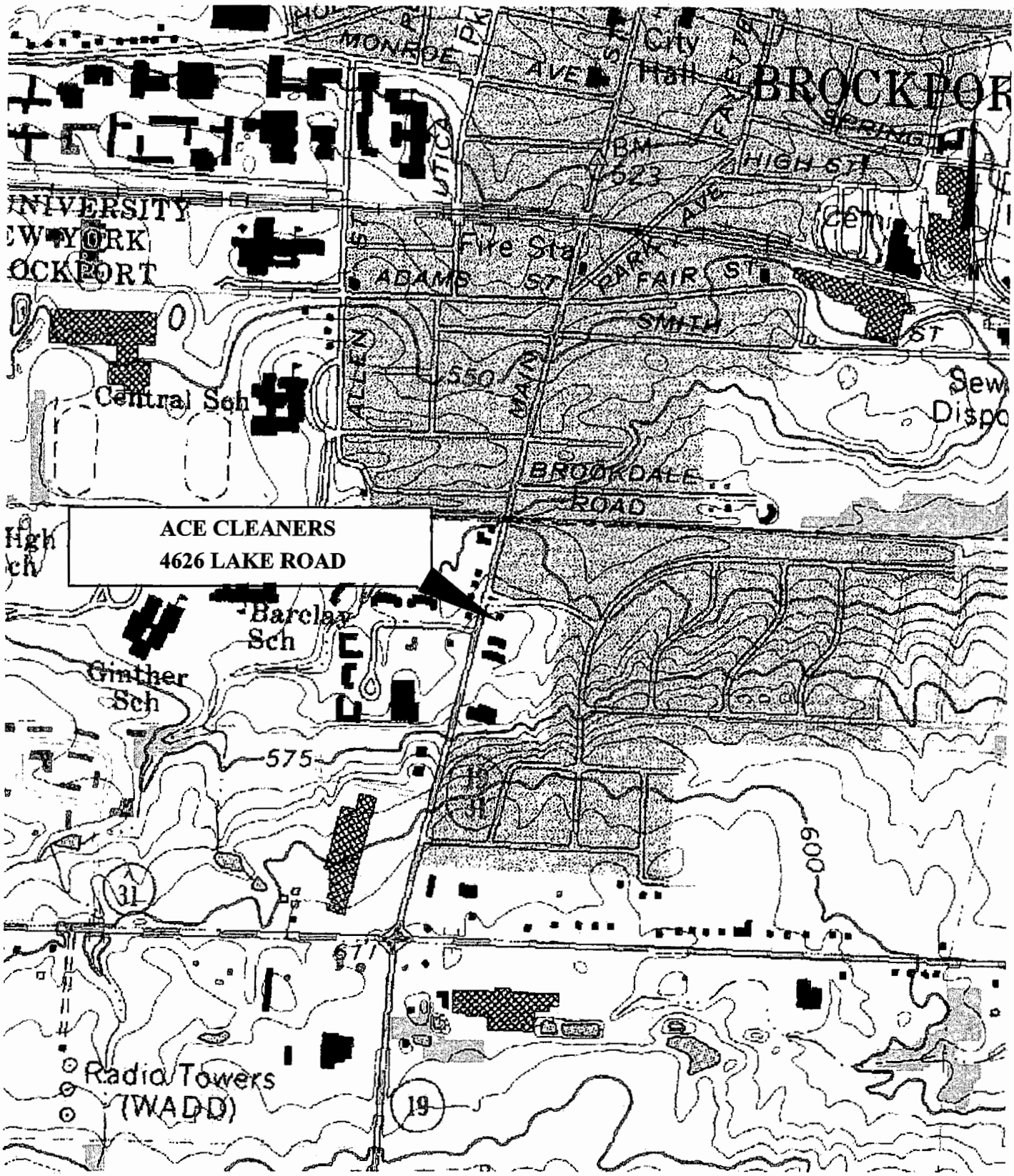
The purpose of the site characterization workplan (Plan) is to provide a framework within which characterization of the site will take place. The objective is to document existing conditions such that a determination may be made as to whether a consequential amount of hazardous waste may have been disposed at the site. This characterization extends as to whether the defined impact presents a significant threat to public health and/or the environment.

1.1 Previous Work and Regulatory Framework

In response to the initial spill cleanup effort, soils in the affected area were excavated, tested and disposed of. A total of 13.9 tons was taken to the Waste Management CWM facility in Model City, New York. Information documenting previous disposal of impacted soils in addition to a Certificate of Disposal is included as **Attachment B**. The base and sidewalls of the excavation were also tested as part of the site work that has already been undertaken, the laboratory reports of which are included as **Attachment C**. This previous site work and sampling efforts Perchloroethene (PCE), in the area directly behind the rear exit door of the structure as follows:

Sample Source and Laboratory Result	
Bottom of Excavation	33 ppm (Tetrachloroethene)(PCE)
Excavation Sidewalls	38 ppm (Tetrachloroethene)(PCE)
Excavated Soil Disposed	29 ppm (Tetrachloroethene)(PCE)

When compared to the 1.4 ppm standard that was applied at the time of the incident, these levels are one order of magnitude greater than the TAGM 4046



SOURCE: USGS BROCKPORT QUADRANGLE PHOTOREVISED 1978.

PREPARED FOR: ACE CLEANERS 4626 LAKE ROAD BROCKPORT, NY	SCALE: NTS	SITE CHARACTERIZATION WORKPLAN	
	DRAWN BY: J-VP	VICINITY MAP	FIGURE 1
	CHKD BY: STF		
	DATE: 02-12-08		
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recommended soil cleanup objective however still below 50 ppm. Of the volatiles tested for using the full 8260 laboratory analysis, only Tetrachloroethene (PCE) detections were documented.

In accordance with the NYSDEC, standards applicable to this Site Characterization effort appear in 6NYCRR Part 375: Restricted Use Soil Cleanup Objectives Table 375-6.8(b). This table indicates maximum restricted use limits of various compounds associated with differing land uses of Residential, Restricted Residential, Commercial and Industrial. The initially reported levels are an order of magnitude below (less than one-third) the Restricted Use Soil Cleanup objectives of 150 ppm Tetrachloroethene applied to commercial properties.

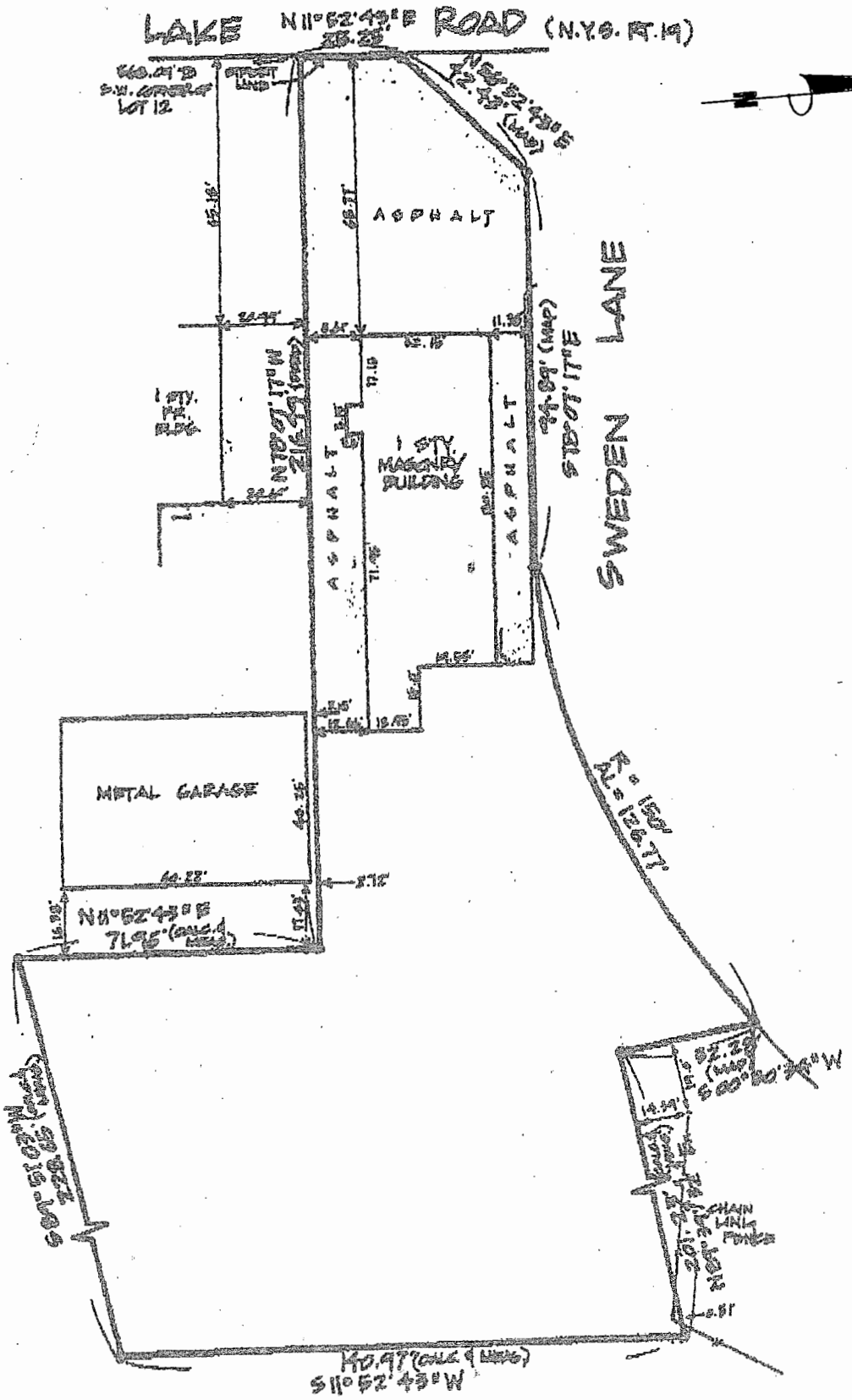
A Phase 1 Environmental Assessment prepared in 1998 by Nelson-Clark Associates, Inc. concluded that a Phase II Environmental Assessment was not warranted. This Site Characterization Workplan therefore seeks to lay a plan to update and supplement previous findings and to complement this information through additional work to be performed at the site. A general site plan is included as **Figure 2**.

1.2 General Project Description

The project addresses both characterization of the site and setting. The project therefore consists of:

- a literature review of published information regarding soils and groundwater;
- Geoprobe borings and soil gas measurements at 6 locations;
- Conversion of three borings to groundwater wells/piezometers;
- Collection and Laboratory analysis of 6 soil samples, and
- Collection of 6 groundwater samples for laboratory analysis.

Both a literature review and field work will be performed to establish existing conditions. A literature review will supplement soils and groundwater information obtained in the field. Information obtained through the performance of the above listed activities will allow for the development and preparation of findings to be presented in the Site Characterization Report.



NOTE: BASEPLAN PREPARED BY EDWARD T. NICOLETTA, NYS PLS 49008 MARCH 06, 1993.

PREPARED FOR: ACE CLEANERS 4626 LAKE ROAD BROCKPORT, NY	SCALE: 1"=40'	SITE CHARACTERIZATION WORKPLAN	
	DRAWN BY: T-VP	SITE PLAN	FIGURE 2
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	DATE: 02-12-04		
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1.3 Final Site Characterization Report

The final Site Characterization Report (Report) will summarize findings obtained through the characterization effort described in this Plan. The final Report will include:

- Field notes;
- Daily log;
- Photographs;
- Measurements;
- Boring Logs;
- Calculations;
- Laboratory Analysis and Chain of Custody;
- Laboratory QA/QC;
- Statement of Data Usability, and,
- Conclusions and Recommendations.

Where appropriate, the final Report will direct a course of further action based on the data and interpretation of results obtained, set against a context of risk and exposure pathways impacting human health and the environment.

1.4 Existing Conditions

The site is located in a mixed commercial and residential area in Brockport, New York. Channels, ditches or other surface water conveyance appurtenances were not observed. The site is relatively flat and regionally, it is situated on gently sloping topography that pitches north toward Lake Ontario. A single story structure occupies frontage along Lake Road providing customer parking and access to the storefront on the western portion of the lot. The rear or eastern portion of the property is comprised of dense brush and trees. Recent aerial photography of the site is presented in **Figure 3**.

Existing information documenting an impact at the site are included in the Records Search Report submitted to the New York State Department of Environmental Conservation (NYSDEC) under separate cover. As was previously noted, PCE concentrations ranged from 33 ppm to 38 ppm were observed at the base and sidewalls of a previous excavation effort as part of a spill response effort. The NYSDEC soil cleanup objective of 1.4 ppb was therefore exceeded at these sampling locations. The base and sidewall exceedances of PCE were identified at a localized area directly behind the rear exit door of the structure and were considered in the development of this Plan. The location of this previous excavation in addition to building details are also shown on **Figure 4**.

NOTES: BASEPLAN PREPARED BY EDWARD T. NICOLETTA, NYS PLS 49008 MARCH 06, 1993.
AERIAL PHOTOGRAPHY BY GOOGLE MAPS, PROPERTY BOUNDARY LOCATION APPROXIMATE AS SHOWN.

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	DRAWN BY: T-VP	AERIAL PHOTO	FIGURE 3
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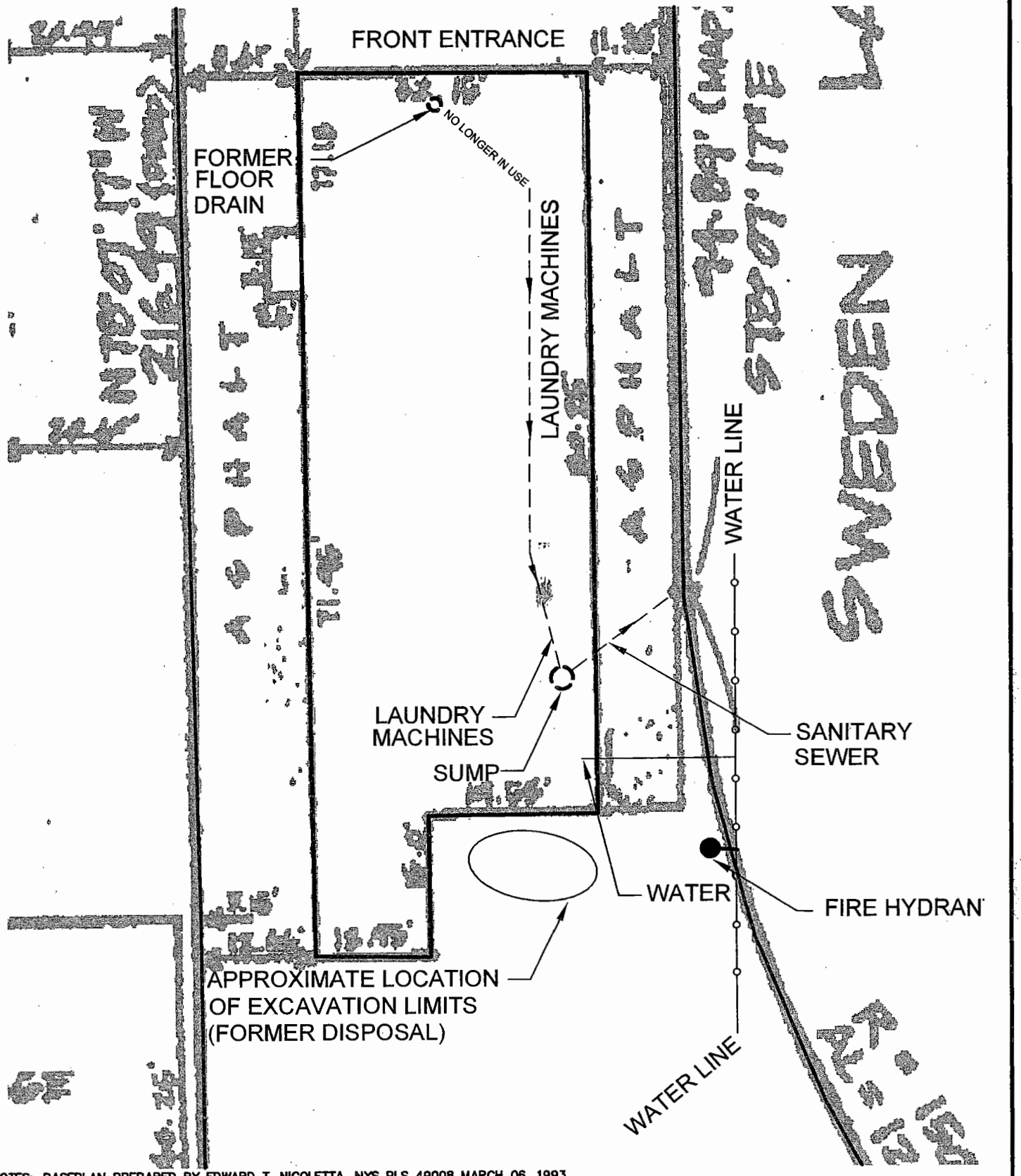

NOTES: BASEPLAN PREPARED BY EDWARD T. NICOLETTA, NYS PLS 49008 MARCH 06, 1993.
LOCATION OF PROPERTY BOUNDARY/FEATURES APPROXIMATE AS SHOWN.

PREPARED FOR: ACE CLEANERS 4626 LAKE ROAD BROCKPORT, NY	SCALE: 1"=20' APPROX	SITE CHARACTERIZATION WORKPLAN	
	DRAWN BY: J-VP	BUILDING DETAILS	FIGURE 4
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1.5 Quality Assurance Project Plan and Sample Collection QA/QC

The collection of samples and subsequent interpretation of laboratory results will help define the character of the site and as such, standard sample collection, preservation and analytical methods/tests will be performed to form a quality assurance plan for the project. The quality assurance project plan is based on the collection of representative samples and use of a qualified ELAP/NYSDOH certified laboratory and test methods. These elements will help ensure in-situ results and representative data are obtained for decision-making purposes. NYSDEC Analytical Services Protocol Category B (ASP-B), methods and protocol will therefore be used allowing for a greater degree of sample result data qualification.

Sample collection and analytical laboratory protocol QA/QC detailed by EPA test methods in accordance with ASP-B will be adhered to. Each sample will be given a unique sample identification number and placed on the jar along with the location and date the sample was taken. The composite samples will then be placed into a cooler for transport to a laboratory. A chain of custody form will then be filled out for each samples sent to the off-site laboratory. The chain of custody will contain the following information:

- Sample number.
- Number of samples.
- Signature of sampler.
- Date and time of collection.
- Place and address of collection.
- Sample matrix type.
- Signature of persons involved in the chain of possession.
- Analyses to be performed.
- Remarks & comments.
- Project name.
- Date & time results requested.
- Contact person.
- Contact person phone number.

At a minimum, the following quality control procedures in addition to those enumerated by ASP-B will be employed to document accuracy and precision so as to be able to provide a statement regarding data usability in the Final SC:

- Trip Blanks: Trip blanks should accompany sample containers to and from the field. These samples can be used to detect any contamination or cross-contamination during handling and transportation.

- Field Blanks: Field blanks should be collected at specified frequencies, which will vary according to the probability of contamination or cross-contamination. Field blanks are often metal- and/or organic-free water aliquots that contact sampling equipment under field conditions and are analyzed to detect any contamination from sampling equipment or cross-contamination from previously collected samples.

- Field Duplicates: Field duplicates are collected at specified frequencies and are employed to document precision. The precision resulting from the field duplicates is a function of the variance of waste composition, the variance of the sampling technique, and the variance of the analytical technique.

Based on the limited number of samples being collected, these QA/QC samples will be analyzed at the specified frequency for the laboratory "batch" or "run" within which site samples are analyzed as part of a larger group. The number of QA/QC samples varies for each type and is specified and adhered to as part of ASP-B.

1.6 Data Validation

A data usability/review analysis based on validation of the data will accompany the submission of analytical results in the SC and incorporates the findings of the data review. The usability analysis will indicate, for example, whether samples have been influenced by matrix interferences or whether the sample results are biased high or low based on percent recoveries. In addition to this information, a demonstration will be made as to whether the data quality objectives were satisfied. The data review/usability report may also include the following:

- Findings based on a review of field logs, laboratory bench notebooks and related analytical data to determine whether the data are accurate and defensible;

- Results of a comparison of current or recent laboratory results to data

previously generated to ascertain the degree of consistency;

- Results of an evaluation of Field Duplicates to indicate whether samples are representative or the methods reproducible;
- Field and laboratory data linked to, for example, geologic, hydrogeologic, and meteorological information, to provide explanations and information regarding the nature of the results, and,
- Results of an evaluation of the precision, accuracy, representativeness, comparability, completeness, and defensibility of the data with regards to the data quality objectives .

The laboratory analytic results and the data review/validation analysis will be submitted as part of the final SC Report.

2.0 Operational Overview

2.1 Project Team

The following key personnel have been identified in their participation in the Site Characterization effort:

Personnel	*Role/Responsibility*
Bruce Ribble	Site Owner/Site Manager
Greg Petereit	Project Manager
Keith Hambley	Geoprobe Operations
Ken Applin	Hydrogeologist/Health&Safety Coordinator/Data Usability
Upstate/Paradigm Laboratories	Contract ELAP Laboratory

Additional support staff may also participate and will be identified as appropriate in the final Plan.

2.2 Machinery and Equipment

The Geoprobe unit and associated equipment part of that unit is proposed for use at the site. In addition to the above equipment a Mini Rae or equivalent photoionization detector (PID) will be used to monitor potential impacts to excavated material. The PID will be used to pre-screen potentially acceptable and unacceptable material for subsequent laboratory analyses.

2.3 Communications and Emergency Contacts

On-site work is generally limited to a 0.15 ± acre area and the majority of work will be performed at the rear of the structure. Personnel will be in close proximity to each other facilitating verbal communication. On-site staff will be equipped with cellular telephones for communications beyond the site property boundaries. Emergency contacts consist of agencies administered through the 911 emergency call service. The Site Manager and Project Manager will be on-site to direct specific inquiries or telephone calls as appropriate.

2.4 Opening and Closing Protocol

It is anticipated that site work will take place over the course of one to two business days. Opening protocol consists of performing the requisite equipment

checks and communicating with project staff regarding the day's plans and objectives. Equipment will be inspected prior to use for general wear, fuel, oil and hydraulic oil levels, and any other parameters that may compromise safety, emission standards or noise levels. The Site Manager will review the site at the beginning of the day to determine whether there are any areas that require remedial or touch-up work.

At the end of the workday, equipment will be parked and secured, and staff will meet briefly to review any concerns or address questions regarding the work and progress being made prior to leaving the site.

3.0 FIELD SAMPLING AND ANALYSIS PLAN

3.1 Soil Borings Monitoring Wells/Piezometers

A Geoprobe unit will be used to advance soil borings at 6 locations presented on **Figure 5**. Borings will be advanced to a depth of approximately 15-ft below ground surface (bgs) or to auger refusal where bedrock is encountered. It is anticipated that bedrock will be encountered at 15-ft bgs. The six soil borings will be converted to monitoring wells/piezometers such that groundwater elevations may be obtained in addition to groundwater sample collection. A 10-ft long slotted PVC section will be used to allow groundwater to infiltrate the well/piezometer. The well/piezometer will be made up of 1-inch diameter PVC pipe installed immediately after auger refusal at an approximate depth of 15-ft or to the top of bedrock whichever is greater.

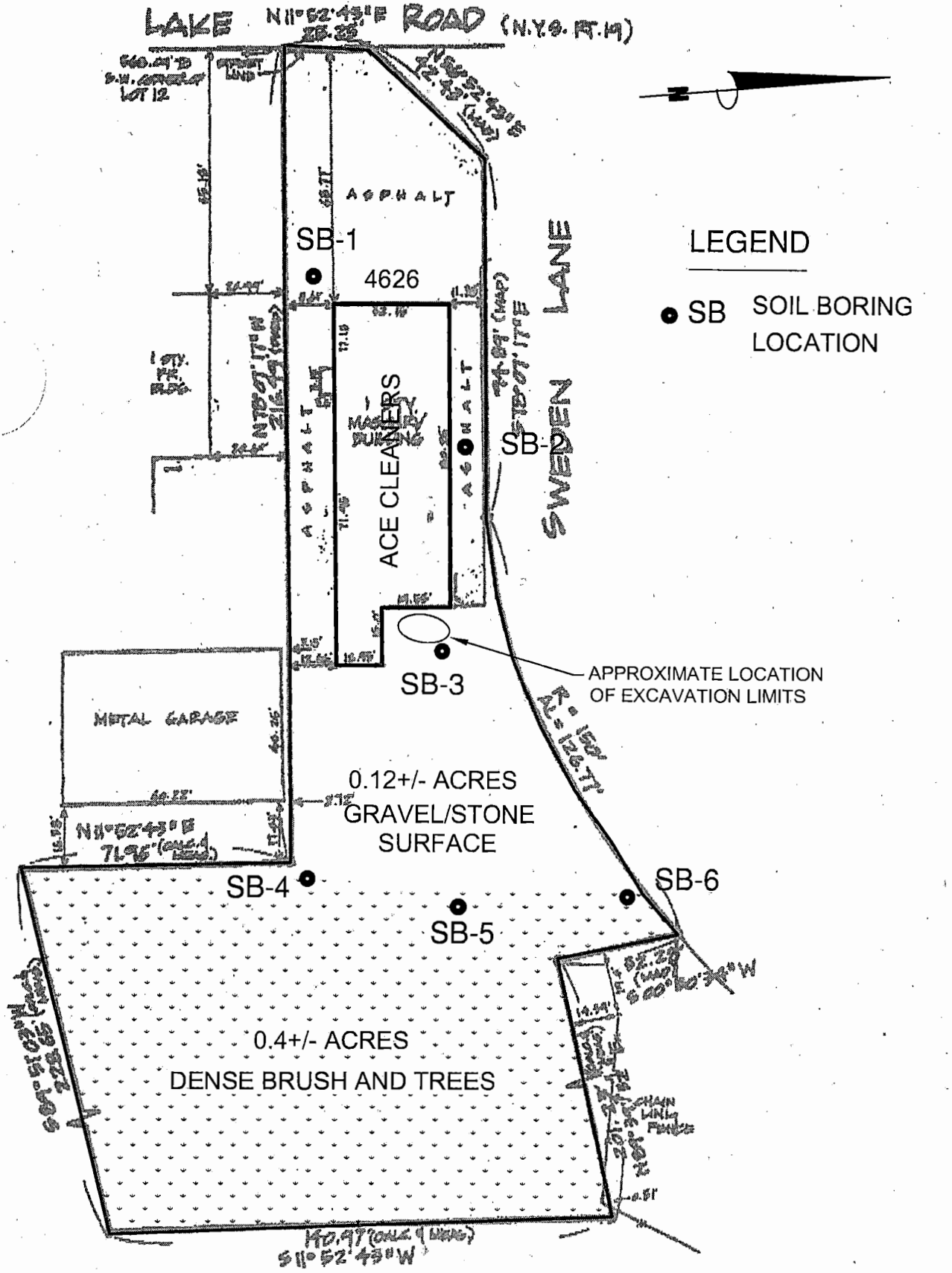
Groundwater flow direction will be determined using the standard three-point formula based on groundwater depths obtained in the field. Well location points will be reported with elevation data using GPS or other similar method described as follows. A surveyors' rod and level will be used to measure relative elevations using a benchmark identified in the field. This benchmark will be used as the basis for subsequent measurements allowing for their use in the determination of flow direction. Depth to water will be measured in the field.

3.2 Soil Boring Samples

Soil samples obtained using the Geoprobe will be taken for the laboratory analysis of Target Compound List (TCL), volatile organic compounds (VOC's), Laboratory testing and minimum quantitation limits are presented in **Table 1**.

A Geoprobe unit will be used to advance soil borings at six locations. At a minimum, and in the event impairment is not evidenced at any of these locations, six soil samples shall be collected at the soil-groundwater interface. Borings will be advanced to a depth of approximately 15-ft bgs at which point they will terminate.

It is believed that the top of bedrock is approximately 15-bgs while the uppermost water bearing unit lies approximately 8-ft bgs. This information will be confirmed with soil probe borings. The maximum depth to be obtained through soil boring will be the point at which the auger is refused. Auger refusal at the top of bedrock is therefore anticipated to be at approximately 15-ft bgs. Soil gas will be measured using the Geoprobe and PID at all soil boring locations and the PID meter will be used to scan each of the four-foot length Geoprobe sections.



NOTE: BASEPLAN PREPARED BY EDWARD T. NICOLETTA, NYS PLS 49008 MARCH 06, 1993.

PREPARED FOR: ACE CLEANERS 4626 LAKE ROAD BROCKPORT, NY	SCALE: 1"=40'	SITE CHARACTERIZATION WORKPLAN	
	DRAWN BY: 9-VP	BORING LOCATIONS	FIGURE 5
	CHKD BY: STF		
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3.3 Headspace Test

Headspace screening will be used to further evaluate specific portions of the four-foot Geoprobe sections in the event a PID screening of the entire segment indicates impairment. The following steps will be taken to obtain field PID readings from material to determine whether there has been an impact:

Headspace Methodology (typical)

1. Fill a 0.5 liter/16 ounce or larger glass jar half full of soil sample. Do not use plastic bags or other non-glass containers.
2. Seal top of jar with clean aluminum foil.
3. Ensure sample is at 15 degrees to 25 degrees Celsius or approximately 60 degrees to 80 degrees Fahrenheit. Aromatic hydrocarbon vapor concentrations must be allowed to develop in the headspace of the sample jar for 5 to 10 minutes. During this headspace development, the sample should be shaken vigorously for one minute.
4. Immediately pierce the foil seal with the probe of either a Flame Ionization Detector (FID) or a Photoionization Detector (PID), and read the highest (peak) measurement. Detection of contaminant levels associated with total aromatic hydrocarbons (TAH) of 10-ppm or greater indicates that the soils tested exceed the soil cleanup standards.

3.4 Well Construction, Development and Purging

Wells will be constructed and properly developed prior to obtaining water samples. Procedures for purging initial well water will help ensure representative samples are obtained for laboratory analysis. Protocol to be employed is included as Attachment D.

3.5 Groundwater Samples

Groundwater samples obtained using the Geoprobe will be taken for the laboratory analysis of Target Compound List (TCL), volatile organic compounds (VOC's), Tentatively Identifiable Compounds (TIC's), will also be analyzed from two of the wells; at the upgradient and downgradient locations presumed to be SB-1 and SB-6. Gradient will be determined prior to sample collection. Laboratory testing and minimum quantitation limits are presented in **Table 1**. Groundwater samples will be obtained from soil boring locations for laboratory analysis. Samples will be obtained from the uppermost water-bearing unit using the Geoprobe and dedicated/disposable tubing and depth to water will be noted in addition to taking standard field measurements prior to collection for laboratory

Ace Cleaners Site Characterization Workplan

Table 1

Target Compound List (TCL) and Minimum Quantitation Limits

	Target Compound List Volatile Organic Compounds	CAS Number	PQL in ug/l water (ppb)	PQL in ug/l soil (soil)
1	Acetone	67-64-1	10	10
2	Benzene	71-43-2	10	10
3	Bromodichloromethane	75-27-4	10	10
4	Bromoform	75-25-2	10	10
5	Bromomethane	74-83-9	10	10
6	2-Butanone (methyl ethyl ketone)	78-93-3	10	10
7	Carbon Disulfide	75-15-0	10	10
8	Carbon Tetrachloride	56-23-5	10	10
9	Chlorobenzene	108-90-7	10	10
10	Chloroethane	75-00-3	10	10
11	Chloroform	67-66-3	10	10
12	Chloromethane	74-87-3	10	10
13	Cyclohexane	110-82-7	10	10
14	1,2-Dibromo-3-chloropropane	96-12-8	10	10
15	1,2-Dibromoethane	106-93-4	10	10
16	1,2-Dichlorobenzene	95-50-1	10	10
17	1,3-Dichlorobenzene	541-73-1	10	10
18	1,4-Dichlorobenzene	106-46-7	10	10
19	1,1-Dichloroethane	75-34-3	10	10
20	1,2-Dichloroethane	107-06-2	10	10
21	1,1-Dichloroethene	75-35-4	10	10
22	1,2-Dichloroethene (cis)	156-59-2	10	10
23	1,2-Dichloroethene (trans)	156-60-5	10	10
24	1,2-Dichloropropane	78-87-5	10	10
25	1,3-Dichloropropene (cis)	10061-01-5	10	10
26	1,3-Dichloropropene (trans)	10061-02-6	10	10
27	Dibromochloromethane	124-48-1	10	10
28	Dichlorodifluoromethane	75-71-8	10	10
29	Ethylbenzene	100-41-4	10	10
30	2-Hexanone	591-78-6	10	10
31	Isopropylbenzene (cumene)	98-82-8	10	10
32	Methyl acetate	79-20-9	10	10
33	Methyl tert-butyl ether	1634-04-4	10	10
34	Methylcyclohexane	108-87-2	10	10
35	4-Methyl-2-pentanone	108-10-1	10	10
36	Methylene chloride	75-09-2	10	10
37	Styrene	100-42-5	10	10
38	1,1,2,2-Tetrachloroethane	79-34-5	10	10
39	Tetrachloroethene	127-18-4	10	10
40	Toluene	108-88-3	10	10
41	1,2,4-Trichlorobenzene	120-82-1	10	10
42	1,1,1-Trichloroethane	71-55-6	10	10
43	1,1,2-Trichloroethane	79-00-5	10	10
44	Trichloroethene	79-01-6	10	10
45	Trichlorofluoromethane	75-69-4	10	10
46	1,1,2-Trichloro-1,2,2-trifluoroethane	76-13-1	10	10
47	Vinyl chloride	75-01-4	10	10
48	Xylenes	1330-20-7	10	10

analysis. Samples will be analyzed for VOC's in accordance with Method 8021. Screened PVC 4-ft long will remain in place for future sample collection as appropriate. A summary of proposed sampling is included as **Table 2**.

Table 2

Proposed Sampling

WELL/BORING	*Groundwater*	*Soil*	*Headspace*
SB-1	VOC's/TIC's	VOC's	TAH
SB-2	VOC's	VOC's	TAH
SB-3	VOC's	VOC's	TAH
SB-4	VOC's	VOC's	TAH
SB-5	VOC's	VOC's	TAH
SB-6	VOC's/TIC's	VOC's	TAH

NOTE: Upgradient and downgradient locations will be verified in the field prior to sample collection for TIC's

3.6 Schedule

The following schedule of events has been prepared based on a start date marking the day upon which the NYSDEC ratifies the final SC Workplan.

30-days	coordinate site utility stakeout, perform literature review and schedule subcontractors for site work
60-days	finalize literature review, perform fieldwork, review data
90-days	prepare and submit Site Characterization Report

4.0 HEALTH, SAFETY AND PERSONNEL CONTINGENCY PLAN

This section outlines a Health and Safety Plan (HASP) that establishes appropriate health and safety procedures to be followed during geoprobe work. It is recognized that excavating buried materials has certain health and safety risks. The purpose of this Section is to reduce, mitigate and/or eliminate this risk to employees and the public as much as possible by:

- Anticipating and avoiding hazards;
- Providing protective equipment; and
- Making adjustments under changing conditions using professional judgment.

Field activities at the site consist of soil probe boring. Equipment operators will operate machinery in accordance with proper safety and manufacturers' recommendations.

To minimize exposure to risk, personnel involved in these on-site activities will be required to follow these HASP protocols as directed by the Project Health and Safety Officer (HSO). In addition, any subcontractor(s) will also follow, at a minimum, the health and safety instructions and requirements of this HASP.

4.1 Responsibilities

The following is a summary of the health and safety responsibilities of various project personnel.

Project Health and Safety Officer (HSO)

The responsibilities of the Project Health and Safety Officer (HSO) are to develop and coordinate the Site Health and Safety Program and provide necessary direction to site personnel. The Project HSO will conduct an initial site-specific training session (On-site Health and Safety Briefing) and will review and confirm changes in personal protection requirements when site conditions change, or are found to be different than those originally anticipated.

The HSO will be available for all discussions regarding health and safety matters with the NYS Department of Environmental Conservation (NYSDEC), United States Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), local health authorities, or other governmental or labor representatives as necessary. In addition, the HSO will

provide the on-site Site Safety Officer with insight and details concerning any task-specific health and safety considerations.

The responsibilities of the HSO are as follows:

- Implement this HASP.
- Contact and coordinate with local agencies (police, fire, hospital, etc.) prior to commencing work.
- Enforce day-to-day health and safety protocols.
- Conduct periodic "tool box" meetings to ensure proper use and maintenance of personal protective equipment, and safety practices.
- Conduct periodic emergency response drills as necessary.
- Direct on-site personnel, visitors, and subcontractor(s) on aspects, especially changes, related to health and safety requirements at the site.
- Conduct necessary health and safety monitoring for hazardous gases, and particulates.
- Monitor site conditions and determine all necessary changes in levels of personal protection and, if warranted, execute work stoppages
- Report changes in site conditions and changes in personal protection requirements to the Project Manager
- Prepare accident/incident reports

Key Personnel and Responsibilities

In large part, success of this health and safety plan lies with the commitment and diligence of the personnel responsible for its implementation, adjustment, and enforcement. Key site personnel are:

Bruce Ribble	Site Owner
Greg Petereit	Project Manager
Ken Applin	Project Health & Safety Officer (HSO)
Upstate Labs/Paradigm	ELAP Contract Laboratory

4.2 Evaluation of Potential Hazards

Chemical Hazards

The risk of exposure to contaminants is primarily by the dermal or respiratory route depending on the contaminant compound and intrusive activity being conducted.

This means that we are to avoid getting liquids and soils on our skin, and avoid breathing dust generated by the operations. OSHA Permissible Exposure Limits (PELs) as eight-hour Time-Weighted Averages (TWAs) based on 29 CFR Part 1910, Air Contaminants; Final Rule, January 19, 1989 govern exposure to various contaminants should they be identified at the site. Based on the historical record and previous work done at the site, the risk of exposure to chemical hazards is low.

Biological Hazards

Uncovering buried material also presents the hazard of exposure to pathogenic (disease producing) organisms. Especially hazardous are sharp objects that may puncture the skin and introduce these organisms directly into the bloodstream. Based on the historical record and previous work done at the site, the risk of exposure to biological hazards is low.

Physical Hazards

Physical hazards range from the dangers such tripping and falling on uneven ground, confined spaces that limit oxygen, radiation, traffic associated with the operation of heavy equipment, and so forth. The following sections describe physical hazards which may be encountered during field activities.

Tripping Hazards

Areas of risk on the site are presented by the uneven application of C&D debris and cover material which may have left the ground surface in some areas somewhat difficult to walk on, thereby creating a potential tripping hazard.

Cuts and Lacerations

Field activities that involve drilling and sampling usually involve contact with various types of machinery. Personnel trained and certified in first aid should be prepared to take care of cuts and bruises as well as other minor injuries. A first aid kit approved by the American Red Cross will be present and available during field activities.

Animal Bites

Animals and some insects may bite and thereby pose a health hazard in the form of irritation, illness, or poisoning. Anyone bitten should be given immediate first aid as necessary, and shall be transported to the nearest medical facility. Employees will be briefed regarding the potential for encountering insects and animals.

Lifting Hazards

Improper lifting by workers is one of the leading causes of accidents and injuries. Field workers in the program may be required to lift heavy objects.

Therefore, members of the field crew should be aware of the proper methods of lifting heavy objects. Workers should be cautioned against lifting objects too heavy for one person.

Machinery Hazards
Manufacturer installed machine guards will be left in place, and loose clothing will not be worn near moving equipment parts, gears, cables or controls.

Heat/Cold Stress
It is recognized that a combination of high or low ambient temperature, high humidity, physical exertion, and the wearing of personal protective apparel, can lead to heat or cold stress. While these conditions are not anticipated due to the time of year (late Spring), the HSO will be responsible for monitoring this type of physical stress.

4.3 Site Control & Safety Measures

In order to keep unauthorized personnel from entering the work areas during work without proper protective equipment, and for good control of overall site safety, access to the site will be limited.

Site Visitation
A Daily Log will be kept and all visitors to the site will, their affiliation, the date of visit, arrival time, departure time, and purpose of visit will be documented. All visitors must supply their own proper protective equipment.

4.4 Personal Protective Equipment

Level D, or D+ protection will be utilized during drilling. The difference between the two is D+ requires the wearing of a respirator. D+ will be used if site conditions warrant the need for respiratory protection.

Some modification in safety apparel (e.g., switching from standard disposable suits to normal outer work clothing) may be implemented in order to balance concerns for full contaminant protection against possible concern of heat stress resulting from the need to wear more restrictive protective clothing. Protective equipment which fully complies with the requirements of all anticipated levels of protection will be available as required.

4.5 Air Monitoring

Where appropriate, air monitoring equipment will be calibrated daily and all data will be recorded in the field notebook. Each day, intrusive work will not begin until the instruments are calibrated and background levels are taken and recorded. Air will be monitored for total volatiles with a photoionization detector. If required, explosive atmosphere/oxygen content/hydrogen sulfide content will be monitored with a combination instrument such as the Bacharach Sentinel 4, GasTech GX 82, or equivalent. Meteorological data (e.g., temperature range, wind speed, wind direction, etc.) will be recorded in the field notebook by the field representative. Based on existing information, air monitoring is not required.

Total Volatiles

During drilling, air monitoring for total volatiles (organic vapors) will be performed using a photoionization detector (PID), equipped with the standard probe. PID moisture traps/filters will be used should conditions warrant. Readings will be taken at appropriate intervals as work progresses.

Explosive Atmosphere/Oxygen Content/Hydrogen Sulfide Gas

If at any time during the activities being monitored using an explosive gas meter, and the combustible gas reading exceeds 20 percent of the lower explosive limit (LEL), then all activities at the site will be suspended immediately and all engine ignition sources will be turned off. Monitoring will be continued and work can resume when readings are less than 10 percent of the LEL.

Airborne Particulates

Potential sampling and analysis where required, will be performed using NIOSH Method 7400 using portable air sampling pumps and MCE filter media. If required, analysis of these samples will be expedited and results reviewed. If results indicate airborne particulate levels in excess of 0.1 fibers/cc, personnel protective equipment will be upgraded to include respiratory protection.

Work Stoppage Responses

The following responses will be initiated whenever one or more of the contaminant action levels necessitating a work stoppage is exceeded:

(1) The Project HSO will be consulted immediately.
(2) All personnel (except as necessary for continued monitoring and contaminant mitigation, if applicable) will be cleared from the work area.
(3) Monitoring will be continued until intrusive work resumes.
(4) If, during intrusive activities, downwind monitoring PID readings are greater than 5 ppm above background for more than one half hour, the work area will be covered.

Any chemical release to air, water, or soil must be reported to the HSO at once. Any exposure resulting from protective equipment failure must be immediately reported to the Project HSO in writing within 24 hours.

Calibration of PID
Photoionization Detector: The photoionization detector will be calibrated as per the manufacturer's recommendations daily (prior to field activities) and the results will be recorded in the field log book.

4.6 Decontamination Procedures

Decontamination of Personnel
Personnel and equipment leaving the site at the end of the work day or shift will be decontaminated as appropriate. This may consist of rinsing off boots and gloves with a mild detergent solution, as well as disposing of coveralls, respirator cartridges, etc. The main purpose is to leave the waste materials at the site and not potentially widen exposure to others.

Decontamination of Light Equipment
Decontamination of light equipment (such as tools, containers, monitoring instruments, radios, clipboards, etc.) will be accomplished by wiping equipment off with clean damp cloths. The cloths can be discarded with the disposable clothing.

Decontamination of Heavy Equipment
Decontamination of drill rigs, backhoe buckets, auger flights/ casings, etc. will be accomplished by thorough rinsing, or steam cleaning where required.

4.7 Emergency Procedures

The most likely incidents for which emergency measures might be required are:

- An exposure-related worker illness
- A sudden release of hazardous gases/vapors
- A heavy equipment-related accident, or other accident resulting in personal injury
- Slipping, tripping, or falling resulting in personal injury spill of contaminated liquid or solid

Emergency procedures established to respond to these incidents are covered under the sections that follow.

Communications
A cellular telephone will be maintained on site during the entire project.

Escape Routes
In the event of a sudden release of hazardous gases, or a fire, all personnel will be required to move upwind or at 90 degrees away from the location of the release or fire.

Evacuation Signal
In the event of a sudden release or fire requiring immediate evacuation of the site, three quick blasts may be sounded on a horn. Sounding the evacuation signal will be the responsibility of the backhoe operator or on site personnel.

Fire/Explosion
The geoprobe operator will have a fire extinguisher available at each location. The geoprobe operator will have the further responsibility of taking fire prevention measures such as the continuous removal of accumulated oil, grease, or other combustible materials from the equipment. In the event of a fire that cannot be controlled with available equipment, the local fire department will be summoned immediately who shall apprise them of the situation upon their arrival.

First Aid
First aid for personal injuries will be administered in the Support Zone. If a site worker should require further treatment, he will be transported to the hospital in a vehicle maintained onsite for this purpose, or an ambulance will be summoned. The on-site vehicle will carry written directions to the hospital.

Accidents, however insignificant, will be reported to the HSO. These incidents will also be incorporated into the employer's OSHA 200 log as per 29 CFR 1904.2 (a).

Personnel qualified to administer first aid will have received a minimum of eight hours training in first aid and CPR, and may be certified by the American Red Cross.

Emergency Assistance
The name, telephone number, and location of police, fire, hospital, and other agencies whose services might be required, or from whom information might be needed, will be kept by the HSO.

If a head, neck, back, or spinal injury is suspected, or the person is unconscious for any reason, the injured person will not be moved. An ambulance will be summoned to the site and directed to the injured person. Medical personnel will

be given the minimum amount of protective equipment necessary to ensure their safety while providing medical attention. If circumstances permit, proper decontamination procedures will be followed.

Accident Investigations

Accidents requiring first aid which occur incidental to activities onsite will be investigated. The investigation format will be as follows: interviews with witnesses, pictures, if applicable, and necessary actions to alleviate the problem.

Accident Reports

In the event that an accident or some other incident such as an explosion or exposure to toxic chemicals occurs during the course of the project, the Project Health and Safety Officer will be telephoned as soon as possible and receive a written notification within 24 hours. The report will include the following items:

- Name, telephone number, and location of the Contractor.
- Name and title of person(s) reporting. Date and time of accident/incident. Location of accident/incident, ie., building number, facility name. Brief summary of accident/incident giving pertinent details including type of operation ongoing at the time of the accident/ incident. Cause of accident/incident.
- Casualties (fatalities, disabling injuries).
- Details of any existing chemical hazard or contamination. Estimated property damage, if applicable.
- Nature of damage; effect on contract schedule.
- Action taken by Contractor to ensure safety and security. Other damage or injuries sustained (public or private).

ATTACHMENT A

NYSDEC Spill Incident Report

NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 8
Spill Number: 0500215

Spill Date/Time

Spill Date: 04/05/2005 **Spill Time:** 04:19 PM
Call Received Date: 04/05/2005 **Call Received Time:** 04:19 PM

Location

Spill Name: ACE CLEANERS
Address: 4626 SOUTH LAKE ROAD
City: BROCKPORT **County:** Monroe

Spill Description

Material Spilled:	Amount Spilled:
WASTEWATER	Gal.

Cause: Deliberate
Source: Commercial/Industrial
Resource Affected: Soil
Waterbody:

Record Close

Date Spill Closed: 06/20/2005

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the Regional Office where the incident occurred.

Spill Incidents Database Search

More information:

Environmental Remediation Databases
Glossary of Spills Database Terms

More searches:
New Spill Incidents Search

Back to Search Results

Other Links of Interest...

Spill Record

Administrative Information

DEC Region: 8
Spill Number: 0500215

Spill Date/Time

Spill Date: 04/05/2005 **Spill Time:** 04:19 PM
Call Received Date: 04/05/2005 **Call Received Time:** 04:19 PM

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Address: 4626 SOUTH LAKE ROAD
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Amount Spilled:
Gal.

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If you have questions about this reported incident, please contact the Regional Office where the incident occurred.

Other Links of Interest

Information about the Spill Response and Remediation Program
Phone Numbers for Spill Response and Remediation

TO THE SANITARY SEWER (HE GETS A BILL FROM MONROE COUNTY PURE WATERS EACH YEAR). MZ STATED THAT RIBBLE SHOULD CONTACT MCPW TO INFORM THEM OF THE DUMPING INTO THE SUMP CROCK.

MZ LEFT NAMES OF SEVERAL LABS THAT CAN BE USED TO ANALYZE SOIL SAMPLES (USE EPA METHOD 8260).

04/13/2005: HALL ON SITE WITH KATIE RIBBLE (STORE MANAGER). EXCAVATION WORK HAS BEEN COMPLETED AT REAR OF FACILITY TO REMOVE IMPACTED SOIL. PID READINGS (RANGE FROM 0.0-5.8ppm) ON SIDEWALLS AND BOTTOM OF EXCAVATION INDICATE ADEQUATE REMOVAL OF CONTAMINATED SOIL. RIBBLE WILL SUBMIT CONFIRMATORY SAMPLES TO LAB AND WILL ARRANGE FOR DISPOSAL OF WASTE.

4/14/05 MZ ON SITE WITH KATIE DILTZ. BECI OFFICERS DIDION AND THOMAS ON SITE. EXCAVATION IS APPROX 10 BY 10 BY 2-3 FEET DEEP. SOIL IS ON POLY AND COVERED. DISCUSSED THE NEED FOR A GROUNDWATER MONITORING WELL (THIS BASED ON CONVERSATION WITH BART PUTZIG - DEC HAZ WASTE REM ENGR). PROVIDED DILTZ THE NAME OF SEVERAL COMPANIES THAT COULD DO WORK.

4/20/05 DEPT REC'D LETTER FROM ALAN KNAUF (LAYWER REPRESENTING ACE CLEANERS) LETTER STATES THAT THEY ARE GOING TO WAIT FOR THE SOIL SAMPLE RESULTS BEFORE MOVING ON WITH ANY ADDITIONAL WORK.

6/14/05 DEPT REC'D FAX COPY OF SOIL SAMPLE RESULTS. THE EXCAVATED SOILPILE HAD 29,000 PPB TETRACHLOROETHENE. THE COMPOSITE SIDEWALL SAMPLE HAD 38,000 PPB AND THE BOTTOM OF THE EXCAVATION SOIL SAMPLE HAD 33,000 PPB.

6/20/05 SPILL REFERRED TO HAZ WASTE REMEDIATION FOR FOLLOW UP. NO FURTHER ACTION BY SPILL UNIT. LETTER SENT TO ALAN KNAUF REGARDING REFERRAL TO HWR UNIT.

PIN **T & A** **COST CENTER**

LASS: C3 **CLOSE DATE:** 06/20/2005 **MEETS STANDARDS:** False

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF ENVIRONMENTAL REMEDIATION

6/24/04

SITE INVESTIGATION INFORMATION

ITE NAME	2. SITE NUMBER	3. TOWN/CITY/VILLAGE	4. COUNTY
e Cleaners	8-51-xxx	Brockport	Monroe

EGION	6. PROGRAM TYPE
8	BCP ☐ ERP ☐ SPILL ☐ SUPERFUND X If Superfund: Current _____ Proposed: P Modification _____

OCATION OF SITE (Attach U.S.G.S. Topographic Map showing site location)

luadrangle: Brockport, New York b. Site Latitude 43° 12' 17" Site Longitude 77° 56' 30"

ax Map Number(s) 083.08-3-27.1 d. Site Street Address: 4626 Lake Road, Brockport, New York 14420

RIEFLY DESCRIBE THE SITE (Attach site map showing disposal/sampling locations)

s site is an active dry cleaning facility located in a mixed commercial/residential area in the Village of Brockport. The Division of Environmental Enforcement ducted a site investigation to confirm allegations that spent dry cleaning solvent was being discarded into a sump inside the building and onto the ground behind the lity. As a result of this investigation this site was referred to the spills program (Spill # 0500215) for an immediate soil removal. Two hundred twenty five (225) cubic of soil was removed, the spill closed and the site referred to Remediation.

rea __<1____ acres b. Completed: ( ) Env. Property Assessment ( ) Site Characterization ( ) SI ( ) ESI ( ) IRM ( )RI ( ) Construction ( ) OM&M
(x) Spill Response ( )Other_____

ONTAMINANTS DISPOSED (Hazardous Waste, Petroleum, Other. Includes EPA Hazardous Waste Numbers)

achloroethylene (PCE), F002

ANALYTICAL DATA AVAILABLE

( )Air ()Groundwater ( )Surface Water ( )Sediment (X)Soil ( )Waste ( )Leachate ( )EPTox ( )TCLP
Contravention of Standards or Guidance Values

a from soil removal

r	Contaminant	Media	Concentration	Recommended Soil Cleanup Objectives
5	PCE	Soil	29-38 ppm	1.4 ppm

CONCLUSION

limited investigation at this site confirm that PCE was being discarded into a sump inside the building and onto the ground behind the facility. A more thorough site estigation that would include soil, soil vapor and groundwater sampling is needed to fully determine if this site poses a significant threat to the environment. This ve facility is located in a residential neighborhood therefore, indoor air quality of the surrounding homes could be threatened.

nstitutional Controls (IC) Required? ( )Y (X)N b. If yes, identify c. Are these ICs in place and verified? ( )Y ( )N

SITE IMPACT DATA

earest Surface Water Distance: 750 ft.	Direction: N	Class: C	
roundwater Depth:	Flow Direction:	()Sole Source ()Primary ( )Other High-Yield Aquifer	
ater Supply Distance: _2.5___mi.	Direction NE	Active ()Yes ()No	
earest Building Distance : __0_____ft.	Direction: On site	Use: Dry Cleaner	
ocumented fish or wildlife mortality?	( )Y (x)N	h. Exposed hazardous waste?	( )Y ( )N
npact on special status fish or wildlife resource?	( )Y (x)N	I. Site Priority Ranking Sheet ---------Impact Score	410
ontrolled Site Access?	( )Y (x)N	j. Significant Threat?	( )Y ( )N
		k. EPA ID#_____	HRS Score _____

SITE OWNER'S NAME	14. ADDRESS	15. TELEPHONE NUMBER
ice Ribble	916 A Parma Center Road, Hilton, New York, 14468	585-637-6720

PREPARER	17. APPROVED
Matthew Dunham 02/10/06	Edward R Belmore 2/10/06
Signature Date	Signature Date
tthew Dunham, Environmental Engineer 2, DER, Remedial Bureau D	Edward Belmore, Environmental Engineer 4, DER, Remedial Bureau D
Name, Title, Organization	Name, Title, Organization

ATTACHMENT B

Previous Disposal Supporting Documentation

WASTE MANAGEMENT

CWM CHEMICAL SERVICES, LLC
1550 Balmer Road
P.O. Box 200
Model City, NY 14107
(716) 754-8231
(716) 754-0211 Fax

ACE CLEANERS
ATTN: ENVIRONMENTAL COMPLIANCE DEPT
NYD082754664
4626 LAKE ROAD
BROCKPORT NY 14420-2373

CERTIFICATE OF DISPOSAL

CWM CHEMICAL SERVICES, L.L.C., EPA ID: NYD049836679, has received waste material from ACE CLEANERS on 08/18/05 as described on Hazardous Waste Manifest number NYH1477098 Sequence number 01.

Profile Number: VC2141
CWM Tracking ID: 8159799701
CWM Unit #: 1*0
Disposal Date: 08/18/05

I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the date listed above.

RICHARD STURGES
DISTRICT MANAGER
Certificate # 282712
08/19/05

For questions please call our Customer Service Dept. at (800) 843-3604

NYH1477098

Please type or print. Do not staple.

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

CWM

(Hazardous Waste Manifest 5/00)

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA No. N Y D 0 8 2 7 5 4 6 6 4 — Manifest Doc. No. 12345

2. Page 1 of 1

Information within heavy bold line is not required by Federal Law.

3. Generator's Name and Mailing Address
ACE CLEANERS
4626 LAKE ROAD
BROCKPORT NY 14420-2373

4. Generator's Telephone Number (585) 637-6720

5. Transporter 1 (Company Name): Price Trucking Co.

6. US EPA ID Number: N Y D 0 4 6 7 6 5 5 7 4

7. Transporter 2 (Company Name)

8. US EPA ID Number

9. Designated Facility Name and Site Address
CWM CHEMICAL SERVICES, L.L.C.
1550 BALMER RD.
MODEL CITY NY 14107

10. US EPA ID Number: N Y D 0 4 9 8 3 6 6 7 9

A. NYH1477098

B. Generator's ID: SAME

C. State Transporter's ID: 0943700 ME

D. Transporter's Telephone: 800 825-6001

E. State Transporter's ID

F. Transporter's Telephone ( )

G. State Facility ID

H. Facility Telephone ( ) 716 754-8231

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers Number	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
a. RQ, HAZARDOUS WASTE, SOLID, N.O.S,9,NA3077,III, (TETRACHLOROETHENE)	001	CM	Est. 24,000	P	EPA F002 / STATE
b.					EPA / STATE
c.					EPA / STATE
d.					EPA / STATE

J. Additional Descriptions for Materials listed Above
VC2141 Soil w/ PCE
a. tetrachloroethene UP 8/18
b.
c.
d.

K. Handling Codes for Wastes Listed Above
a. L
b.
c.
d.

15. Special Handling Instructions and Additional Information
CHEMTREC Emergency Response Number (800)424-9300 WMI Contract
weight is estimated
8597997

16. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and state laws and regulations.

If I am large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a smaller generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: [illegible] | Signature: [signature] | Mo. Day Year 08 18 05

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: Monte Miles | Signature: Monte Miles | Mo. Day Year 08 18 05

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name | Signature | Mo. Day Year

19. Discrepancy Indication Space
Act. Rec 27800

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name: Michelle Fleck | Signature: Michelle Fleck | Mo. Day Year 08 18 05

GENERATOR / TRANSPORTER / FACILITY

COPY 5-GENERATOR - MAILED BY TSD FACILITY

135666

Transporter Log

CWM Chemical Services, Inc.
Model City, NY

30 Cubic Yards

81597997 — Receipt #
GAA3700ME — Trailer License Plate # and State

SCALE 1 71640 LB G
11:16 AM 08/18/05 I2

VC2141 — Service Req. #
Profile #
9A025 — Permit #

Price Trucking Corp. — Transporter Name
11000 1700 3013 — Tractor/Trailer/Roll-off #

SCALE 2 43840 LB G
01:37 PM 08/18/05 I2

Monte Miles — Driver's Name
Ace Cleaners — Generator

27800P

Scheduled Arrival: ____ Date ____ Time

Actual Arrival: ____ Date 1108 Time In ____ Time Out

Arrived during Blackout? Y / N Notified DEC? Y / N

Receiving: MF (Initials) ____ Comments

- [ ] Leaker
- [ ] Permit Violation
- [ ] Placarding/Veh. I.D. Violation
- [ ] Other (specify) ____
- [x] Bulk to Landfill
- [ ] No wet line
- [ ] Flatbed
- [ ] Stabilization
- [ ] Drums
- [ ] Tanker
- [ ] Transformers

Laboratory
Time In ____ Time Out ____ Initials HL Comments ____

Stabilization (TV)
Time In ____ Time Out ____ Initials ____ Gross Wt. ____ Comments ____

Landfill
Time In ____ Time Out ____ Initials ____ Comments ____

Other
Time In ____ Time Out ____ Initials ____ Comments ____

Aqueous Treatment
Time In ____ Time Out ____ Signature (NO Initials) ____ Comments ____

Facility Personnel (please initial)

- ____ Smoking or eating in prohibited areas
- ____ Failure to obey instructions of facility personnel
- ____ Failure to wear appropriate PPE
- ____ Unsafe driving practices
- ____ Other (specify) ____
- ____ Leaving truck unattended
- ____ Failure to display overweight flag
- ____ Improper tarping or detarpin
- ____ Overweight upon arrival

Security Guard Initials: ____
(Indicating receipt of Wash Bay pass, if necessary)

Driver's Comments

NYH1477098

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF SOLID & HAZARDOUS MATERIALS

HAZARDOUS WASTE MANIFEST

P.O. Box 12820, Albany, New York 12212

CWMI

(Hazardous Waste Manifest 5/00)

Please type or print. Do not staple.

UNIFORM HAZARDOUS WASTE MANIFEST

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2. Page 1 of 1

Information within heavy bold line is not required by Federal Law.

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4626 LAKE ROAD
BROCKPORT NY 14420-2373

4. Generator's Telephone Number (585) 637-6720

A. NYH1477098

B. Generator's ID SAME

5. Transporter 1 (Company Name) Price Trucking Co

6. US EPA ID Number NYD046716551574

C. State Transporter's ID 0943700 ME

D. Transporter's Telephone 800 825-6001

7. Transporter 2 (Company Name)

8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Telephone ( )

9. Designated Facility Name and Site Address
CWM CHEMICAL SERVICES, L.L.C.
1550 BALMER RD.
MODEL CITY NY 14107

10. US EPA ID Number NYD049836679

G. State Facility ID

H. Facility Telephone ( ) 716 754-8231

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b.					EPA / STATE
c.					EPA / STATE
d.					EPA / STATE

J. Additional Descriptions for Materials listed Above
VC2141 Soil w/ PCE
a. tetrachloroethene UF 3/18 c.
b. d.

K. Handling Codes for Wastes Listed Above
a. L c.
b. d.

15. Special Handling Instructions and Additional Information
CHEMTREC Emergency Response Number (800)424-9300 WMI Contract
weight is estimated
81597997

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GENERATOR

Printed/Typed Name: KATHLEEN DILLE Signature: Kathleen Dille Mo. 08 Day 18 Year 05

TRANSPORTER

17. Transporter 1 Acknowledgement of Receipt of Materials
Printed/Typed Name: Monte Miles Signature: Monte Miles Mo. 08 Day 18 Year 05

18. Transporter 2 Acknowledgement of Receipt of Materials
Printed/Typed Name: Signature: Mo. Day Year

FACILITY

19. Discrepancy Indication Space
Act. Rec 27800

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.
Printed/Typed Name: Michelle Fleck Signature: Michelle Fleck Mo. 08 Day 18 Year 05

COPY 1 - DISPOSER STATE - MAILED BY TSD FACILITY

WASTE MANAGEMENT

National Accounts
720 E. Butterfield Road
Lombard, IL 60148
(630) 572-8800

Dear Customer;

Enclosed are two copies of Chemical Waste Management's Service Agreement. The Service Agreement is a one time, permanent document which details the terms and conditions under which we will be doing Business. Your signature is required on this document. Please sign both pages and return one of the copies using the enclosed envelope.

The second copy is for your records. To expedite business you may fax a signed copy to us at (630) 684-7074. We do however require that you also send a signed original in the mail. As each individual waste stream is approved for service, you will receive a supplemental document known as a confirmation letter containing specific information about the particular waste stream. Thank you for choosing us to manage you hazardous waste.

If you have any questions or concerns, please call your Customer Service Representative at (800) 843-3604

Maria G. Gonzalez
Contract Specialist

INDUSTRIAL WASTE AND DISPOSAL SERVICES AGREEMENT

CUSTOMER BILLING ADDRESS ACE CLEANERS 4626 LAKE ROAD BROCKPORT, NY 14420-2373 Contact Phone: 585/637-6720		CUSTOMER SERVICE LOCATION *(if different from Billing Address)* Contact Phone:
CWM Customer Service: **1-800-843-3604**	CWM Contact:	

Customer	CHEMICAL WASTE MANAGEMENT, INC.
By: _____ *Authorized Signatory*	By: _____ *Authorized Signatory*
Name: KATHLEEN DILTZ	Name: Kurt Meyer
Title: manager	Title: Vice President of National Accounts Sales and Service
Date: 8/9/05	Date: August 4, 2005

s Industrial Waste Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile eet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the ective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the iste Management entity named above ("the Company").

RMS AND CONDITIONS

SERVICES PROVIDED. The Company will provide Customer with ection, management, transportation, disposal, treatment and recycling vices ("Services") for Customer's non-hazardous solid waste, special waste, l/or hazardous waste (collectively "Industrial Waste") as described on Exhibit nd/or Confirmation Letter(s) and/or applicable Profile Sheets. **Solid Waste** ans garbage, refuse and rubbish including those which are recyclable but luding Special Waste and Hazardous Waste. **Special Waste** includes /chlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos taining material, petroleum contaminated soils, treated/de-characterized stes, incinerator ash, medical wastes, demolition debris and other materials uiring special handling in accordance with applicable federal, state, vincial or local laws or regulations. **Hazardous Waste** means any toxic or oactive substances, as such terms are defined by applicable federal, state, vincial or local laws or regulations. All Industrial Waste that is generated, dled and/or collected by Customer shall be managed exclusively by npany during the term of this Agreement. When Company handles special nazardous waste for Customer, Customer will provide Company with a nerator's Waste Profile Sheet ("Profile Sheet") describing all special or ardous waste, and provide a representative sample of such waste on uest. In the event this Agreement includes transportation by Company, tomer shall, at the time of tender, provide to Company accurate and nplete documents, shipping papers or manifests as are required for the ul transfer of the special or hazardous waste under all applicable federal, e or local laws or regulations. Tender of delivery shall be considered conforming if not in accordance with this Paragraph.

CUSTOMER WARRANTIES;. Customer hereby represents and rants that all waste material delivered by Customer to Company shall be ccordance with waste descriptions given in this Agreement and shall not r contain any Nonconforming Waste. "Nonconforming Waste" means: (a) -hazardous solid waste that contains regulated special or hazardous te; (b) waste that is not in conformance with the description of the waste xhibit A, the Confirmation Letter(s) or the Waste Profile incorporated in; (c) waste that is or contains any infectious waste, radioactive, volatile, osive, flammable, explosive, biomedical, biohazardous material, regulated lical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Waste Profile or Confirmation Letter; or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with al applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

3. TERM OF AGREEMENT; RIGHT OF FIRST REFUSAL. The Initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any Term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the

aracteristics of the Nonconforming Waste. Company may assess and istomer shall pay additional fees associated with delivery of Nonconforming aste, including, but not limited to, special handling or disposal charges, and sts associated with different quantities of waste, different delivery dates, odifications in operations, specialized equipment, and other operational, vironmental, health, safety or regulatory requirements. Title to and nership of acceptable Industrial Waste shall transfer to Company upon its al acceptance of such waste.

COMPANY WARRANTIES. Company hereby represents and warrants it: (a) Company will manage the Industrial Waste in a safe and rkmanlike manner in full compliance with all valid and applicable federal, te and local laws, ordinances, orders, rules and regulations; and (b) it will e disposal facilities that have been issued permits, licenses, certificates or provals required by valid and applicable laws, ordinances and regulations cessary to allow the facility to accept, treat and/or dispose of Industrial aste. Except as provided herein, Company makes no other warranties and reby disclaims any other warranty, whether implied or statutory.

LIMITED LICENSE TO ENTER. When a Customer is transporting ustrial Waste to a Company facility, Customer and its subcontractors shall ve a limited license to enter a disposal facility for the sole purpose of off- ding Industrial Waste at an area designated, and in the manner directed, Company. Customer shall, and shall ensure that its subcontractors, nply with all rules and regulations of the facility, as amended. Company y reject Industrial Waste, deny Customer or its subcontractors entry to it's ility and/or terminate this Agreement in the event of Customer's or its contractors' failure to follow such rules and regulations.

CHARGES AND PAYMENTS. Customer shall pay the rates set forth on ibit A or a Confirmation Letter, which may be modified as provided in this eement. The rates may be adjusted by Company to account for: any ease in disposal or fuel costs; any change in the composition of the ustrial Waste; increased costs due to uncontrollable circumstances, uding, without limitation, changes in local, state or federal laws or ulations, imposition of taxes, fees or surcharges and acts of God such as ds, fires, etc. Company may also increase the charges to reflect eases in the Consumer Price Index for the municipal or regional area in ch the Services are rendered. Increases in charges for reasons other than provided above require the consent of Customer which may be evidenced ally, in writing or by the actions and practices of the parties. All rate stments as provided above and in Paragraph 5 shall take effect upon fication from Company to Customer. Customer shall pay the rates in full in 30 days of receipt of each invoice from Company. Customer shall pay te fee on all past due amounts accruing from the date of the invoice at a of eighteen percent (18%) per annum or, if less, the maximum rate wed by law.

NDEMNIFICATION. The Company agrees to indemnify, defend and save tomer harmless from and against any and all liability (including sonable attorneys fees) which Customer may be responsible for or pay out a result of bodily injuries (including death), property damage, or any ation or alleged violation of law, to the extent caused by Company's ach of this Agreement or by any negligent act, negligent omission or willful conduct of the Company or its employees, which occurs (1) during the ection or transportation of Customer's Industrial Waste by Company, or as a result of the disposal of Customer's Industrial Waste, after the date of Agreement, in a facility owned by a subsidiary or affiliate of Waste agement, Inc., provided that the Company's indemnification obligations not apply to occurrences involving Nonconforming Waste.

tomer agrees to indemnify, defend and save the Company harmless from against any and all liability (including reasonable attorneys fees) which Company may be responsible for or pay out as a result of bodily injuries uding death), property damage, or any violation or alleged violation of law ne extent caused by Customer's breach of this Agreement or by any igent act, negligent omission or willful misconduct of the Customer or its loyees, agents or contractors in the performance of this Agreement or tomer's use, operation or possession of any equipment furnished by the pany. Neither y shall be liable to the other for consequential, incidental or punitive ages arising out of the performance of this Agreement.

UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to e payments hereunder, neither party shall be in default for its failure to orm or delay in performance caused by events beyond its reasonable rol, including, but not limited to, strikes, riots, imposition of laws or ernmental orders, fires, acts of God, and inability to obtain equipment, it changes and regulations, restrictions (including land use) therein, and affected party shall be excused from performance during the occurrence ich events.

ASSIGNMENT. This Agreement shall be binding on and shall inure to benefit of the parties hereto and their respective successors and assigns.

12. **ENTIRE AGREEMENT**. This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

13. **TERMINATION; LIQUIDATED DAMAGES.** Company may immediately terminate this Agreement, (a)in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any Initial or Renewal Term for any reason other than as provided herein, or in the event Company terminates this Agreement for Customer's Default, liquidated damages in addition to the Company's legal fees shall be paid and calculated as follows: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

14. **MISCELLANEOUS**. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees in interpreting or enforcing this Agreement. In the event Customer fails to pay Contractor all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

Agreed and Accepted:

Company: Ace Cleaners 8/9/05
Signature & Date

Customer: [signature] 8/9/05
Signature & Date

ATTACHMENT C

Previous Analytical Laboratory Data

EMPIRE GEO SERVICES, INC.

CORPORATE/
BUFFALO OFFICE
167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

ALBANY OFFICE
PO Box 2199
Ballston Spa, NY 12020

5 Knabner Road
Schanicville, NY 12118
Phone: (518) 899-7491
(518) 899-7496

CORTLAND OFFICE
60 Miller Street
Cortland, NY 13045
Phone: (607) 758-7182
Fax: (607) 758-7188

ROCHESTER OFFICE
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

SYRACUSE OFFICE
6730 Myers Road
East Syracuse, NY 13057
Phone: (315) 437-3890
Fax: (315) 437-3582

May 16, 2005
BEV-05-013

Ace Cleaners
4626 Lake Road
Brockport, New York 14420

Attention: Ms. Katie Diltz-Manager

Reference: Soil Sampling and Analysis

Dear Ms. Diltz;

At your request, Empire Geo-Services, Inc. (Empire) was present at the above-referenced site on April 21, 2005 to perform soil sampling from an excavated area located behind the dry cleaner building. Composite soil samples were obtained from the sidewalls and bottom of the excavation, and from the excavated soil pile. The soil sampling procedure was performed under the guidance given to Ace Cleaners by the New York State Department of Environmental Conservation (NYSDEC).

Once the composite samples were produced, they were immediately placed into an ice-packed cooler for transport to Upstate Laboratories in East Syracuse, New York for laboratory analysis for VOCs, in particular, tetrachloroethane.

As indicated on the attached test report, tetrachloroethene was detected in each of the samples submitted ranging in concentration from 29,000 ug/l to 38,000 ug/l. According to NYSDEC's TAGM 4046, 1,400 ug/l has been set as the recommended soil cleanup objective for tetrachloroethene.

If you should have any questions regarding this report, please feel free to contact our office at anytime.

Sincerely,

Charles B. Guzzetta
Project Manager

Upstate Laboratories, Inc.

Shipping: 6034 Corporate Dr. * E. Syracuse, NY 13057-1017 * (315) 437-0255 * Fax (315) 437-1209
Mailing: Box 289 * Syracuse, NY 13206
Albany (518) 459-3134 * Binghamton (607) 724-0478 * Buffalo (716) 649-2533
Rochester (585) 436-9070 * New Jersey (201) 343-5353 * South Carolina (864) 878-3280

[redacted] COPY

CEIVED
MAY 16 2005

Mr. Charles Guzzetta
SJB/Empire Geoservices, Inc.
5167 South Park Avenue
Hamburg, NY 14075

Thursday, May 12, 2005

RE: Ace Dry Cleaners

Order No.: U0504342

Dear Mr. Charles Guzzetta:

Upstate Laboratories, Inc. received 3 sample(s) on 4/21/2005 for the analyses presented in the following report.

All analytical data conforms with standard approved methodologies and quality control. Our quality control narrative will be included should any anomalies occur.

We have included the Chain of Custody Record as part of your report. You may need to reference this form for a more detailed explanation of your samples. Samples will be disposed of approximately one month from final report date.

Should you have any questions regarding these tests, please feel free to give us a call.

Thank you for your patronage.

Sincerely,

UPSTATE LABORATORIES, INC.

Anthony J. Scala

Anthony J. Scala
President/CEO

Upstate Laboratories, Inc.

Date: *12-May-05*

CLIENT:	SJB/Empire Geoservices, Inc.	**Client Sample ID:**	CP-1(Soil Pile)
Lab Order:	U0504342	**Collection Date:**	4/14/05 4:30:00 PM
Project:	Ace Dry Cleaners		
Lab ID:	U0504342-001	**Matrix:**	SOIL

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
TCL VOLATILE ORGANICS		SW8260B				Analyst: RS
1,1,1-Trichloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
1,1,2,2-Tetrachloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
1,1,2-Trichloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
1,1-Dichloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
1,1-Dichloroethene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
1,2-Dichloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
1,2-Dichloropropane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
2-Butanone	ND	10000		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
2-Hexanone	ND	10000		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
4-Methyl-2-pentanone	ND	10000		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Acetone	ND	10000		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Benzene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Bromodichloromethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Bromoform	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Bromomethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Carbon disulfide	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Carbon tetrachloride	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Chlorobenzene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Chloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Chloroform	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Chloromethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
cis-1,2-Dichloroethene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
cis-1,3-Dichloropropene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Dibromochloromethane	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Ethylbenzene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
m,p-Xylene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Methylene chloride	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
o-Xylene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Styrene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Tetrachloroethene	29000	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Toluene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
trans-1,2-Dichloroethene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
trans-1,3-Dichloropropene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Trichloroethene	ND	3100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM
Vinyl chloride	ND	2100		µg/Kg-dry	833.333	4/27/05 3:46:00 PM

NOTES:
The reporting limits were raised due to the high concentration of target compounds.

PERCENT MOISTURE	D2216		Analyst: SL

Approved By: PFF **Date:** 5-12-05

Qualifiers:

*	Low Level	**	Value exceeds Maximum Contaminant Value
B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	S	Spike Recovery outside accepted recovery limits

Upstate Laboratories, Inc.

Date: *12-May-05*

CLIENT: SJB/Empire Geoservices, Inc.
Client Sample ID: CS-1(Sidewalls)
Lab Order: U0504342
Collection Date: 4/14/05 4:40:00 PM
Project: Ace Dry Cleaners
Lab ID: U0504342-002
Matrix: SOIL

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
TCL VOLATILE ORGANICS		**SW8260B**				Analyst: **RS**
1,1,1-Trichloroethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
1,1,2,2-Tetrachloroethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
1,1,2-Trichloroethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
1,1-Dichloroethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
1,1-Dichloroethene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
1,2-Dichloroethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
1,2-Dichloropropane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
2-Butanone	ND	9900		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
2-Hexanone	ND	9900		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
4-Methyl-2-pentanone	ND	9900		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Acetone	ND	9900		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Benzene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Bromodichloromethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Bromoform	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Bromomethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Carbon disulfide	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Carbon tetrachloride	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Chlorobenzene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Chloroethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Chloroform	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Chloromethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
cis-1,2-Dichloroethene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
cis-1,3-Dichloropropene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Dibromochloromethane	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Ethylbenzene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
m,p-Xylene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Methylene chloride	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
o-Xylene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Styrene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Tetrachloroethene	38000	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Toluene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
trans-1,2-Dichloroethene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
trans-1,3-Dichloropropene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Trichloroethene	ND	3000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM
Vinyl chloride	ND	2000		µg/Kg-dry	833.333	4/27/05 4:29:00 PM

NOTES:
The reporting limits were raised due to the high concentration of target compounds.

PERCENT MOISTURE	**D2216**		Analyst: **SL**

Approved By: PFF **Date:** 5-12-05

Qualifiers:

*	Low Level	**	Value exceeds Maximum Contaminant Value
B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	S	Spike Recovery outside accepted recovery limits

Upstate Laboratories, Inc.

Date: *12-May-05*

CLIENT: SJB/Empire Geoservices, Inc.
Client Sample ID: CB-1(Bottom)
Lab Order: U0504342
Collection Date: 4/14/05 5:00:00 PM
Project: Ace Dry Cleaners
Lab ID: U0504342-003
Matrix: SOIL

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
TCL VOLATILE ORGANICS		**SW8260B**				Analyst: **RS**
1,1,1-Trichloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
1,1,2,2-Tetrachloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
1,1,2-Trichloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
1,1-Dichloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
1,1-Dichloroethene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
1,2-Dichloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
1,2-Dichloropropane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
2-Butanone	ND	10000		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
2-Hexanone	ND	10000		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
4-Methyl-2-pentanone	ND	10000		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Acetone	ND	10000		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Benzene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Bromodichloromethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Bromoform	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Bromomethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Carbon disulfide	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Carbon tetrachloride	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Chlorobenzene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Chloroethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Chloroform	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Chloromethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
cis-1,2-Dichloroethene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
cis-1,3-Dichloropropene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Dibromochloromethane	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Ethylbenzene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
m,p-Xylene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Methylene chloride	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
o-Xylene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Styrene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Tetrachloroethene	33000	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Toluene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
trans-1,2-Dichloroethene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
trans-1,3-Dichloropropene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Trichloroethene	ND	3100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM
Vinyl chloride	ND	2100		µg/Kg-dry	833.333	4/27/05 5:13:00 PM

NOTES:
The reporting limits were raised due to the high concentration of target compounds.

PERCENT MOISTURE	**D2216**		Analyst: **SL**

Approved By: PFF **Date:** 5-12-05

Qualifiers:

- * Low Level
- B Analyte detected in the associated Method Blank
- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- ** Value exceeds Maximum Contaminant Value
- E Value above quantitation range
- J Analyte detected below quantitation limits
- S Spike Recovery outside accepted recovery limits

Upstate Laboratories, Inc.

Date: *12-May-05*

CLIENT:	SJB/Empire Geoservices, Inc.	**Client Sample ID:**	CS-1(Sidewalls)
Lab Order:	U0504342	**Collection Date:**	4/14/05 4:40:00 PM
Project:	Ace Dry Cleaners		
Lab ID:	U0504342-002	**Matrix:**	SOIL

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
PERCENT MOISTURE		D2216				Analyst: SL
Percent Moisture	16.2	0.00100		wt%	1	4/30/05

Approved By: PFF **Date:** 5-12-05

Qualifiers:

*	Low Level	**	Value exceeds Maximum Contaminant Value
B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	S	Spike Recovery outside accepted recovery limits

Upstate Laboratories, Inc.

Date: *12-May-05*

CLIENT:	SJB/Empire Geoservices, Inc.	**Client Sample ID:**	CP-1(Soil Pile)
Lab Order:	U0504342	**Collection Date:**	4/14/05 4:30:00 PM
Project:	Ace Dry Cleaners		
Lab ID:	U0504342-001	**Matrix:**	SOIL

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
PERCENT MOISTURE		**D2216**				Analyst: SL
Percent Moisture	19.0	0.00100		wt%	1	4/30/05

Approved By: PFF **Date:** 5-12-05

Qualifiers:

*	Low Level	**	Value exceeds Maximum Contaminant Value
B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	S	Spike Recovery outside accepted recovery limits

Upstate Laboratories, Inc.

Date: *12-May-05*

CLIENT:	SJB/Empire Geoservices, Inc.	**Client Sample ID:**	CB-1(Bottom)
Lab Order:	U0504342	**Collection Date:**	4/14/05 5:00:00 PM
Project:	Ace Dry Cleaners		
Lab ID:	U0504342-003	**Matrix:**	SOIL

Analyses	Result	Limit	Qual	Units	DF	Date Analyzed
PERCENT MOISTURE		**D2216**				Analyst: **SL**
Percent Moisture	18.6	0.00100		wt%	1	4/30/05

Approved By: PFF **Date:** 5-12-05

Qualifiers:

*	Low Level	**	Value exceeds Maximum Contaminant Value
B	Analyte detected in the associated Method Blank	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	S	Spike Recovery outside accepted recovery limits

Upstate Laboratories, Inc.
6034 Corporate Drive • E. Syracuse, NY 13057-1017
(315) 437 0255 Fax 437 1209

Chain Of Custody Record

Client: EMPIRE GEO-SERVICES
Client Project # / Project Name: ACE DRY CLEANERS
Client Contact: C-GUZZETTA
Phone #: 716 649-8110
Site Location (city/state): BROCKPORT

Sample Location:	Date	Time	Matrix	Grab or Comp.	ULI Internal Use Only U0504312	No. of Containers	8260 FULL 1)	2)	3)	4)	5)	6)	7)	8)	9)	10)	Remarks
CP-1 (~~SOIL PILE~~)	4-14-05	1630	SOIL	Comp	-001	(1)	X										
CS-1 (SIDEWALLS)	4-14-05	1640	SOIL	COMP	-002	(1)	X										
CB-1 (BOTTOM)	4-14-05	1700	SOIL	COMP	-003	(1)	X										

Special Turnaround Time: 5-7 day (Lab Notification required) $4.25/sample

parameter and method	sample bottle:	type	size	pres.
1) 8260 FULL (PERC)				
2) (% MOISTURE) PC 4-21-05				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

Note: The numbered columns above cross-reference with the numbered columns in the upper right-hand corner.

Sampled by: (Please Print) C. GUZZETTA
Company: EMPIRE GEO-SERV

ULI Internal Use Only
Delivery (check one):
☐ ULI Sampled
☐ Pickup ☐ Dropoff
☐ QC

Relinquished by: (Signature)	Date	Time	Received by: (Signature)
	4/20/05	1030	
Relinquished by: (Signature)	Date	Time	Received by: (Signature)
Relinquished by: (Signature)	Date	Time	Received by: (Signature)
Relinquished by: (Signature)	Date	Time	Rec'd for Lab by: (Signature)
	4/21/05	3:00 p	

ATTACHMENT D

Well Construction and Development Details

General Procedures - Test Borings and Well Installation:

Prior to drilling, all boring locations will be cleared with appropriate utility companies to avoid potential accidents relating to underground utilities.

1.1. Drilling Equipment

The drilling and installation of monitoring wells will be performed using a Geoprobe Model 5400 series or Model 6620 direct push unit. Based on the proposed scope of work it is not anticipated that investigative borings will be advanced into bedrock.

1.2. Drilling Techniques

Prior to initiating drilling activities, the drilling rig, augers, rods, macro cores, pertinent equipment, will be cleaned or a solution of potable water and alconox will be used for cleaning of the equipment. This cleaning procedure will also be used between each boring. These activities will be performed in a designated on-site decontamination area. Throughout and after the cleaning processes, direct contact between the equipment and the ground surface will be avoided. Plastic sheeting and/or clean support structures (e.g., pallets, sawhorses) will be used. The drilling rig and all equipment will be steam cleaned upon completion of the investigation and prior to leaving the site.

Test borings will be advanced with 2 ¼"-inch (OD) macro core with an acetate liner through overburden driven by truck and or track mounted geoprobe drilling equipment. Alternative methods of drilling or equipment may be allowed or requested for site-specific criteria. Drilling fluids, other than water from a clean source, will not be allowed. The use of lubricants is also not allowed.

During the drilling, a photoionization detector (PID) will be used to monitor the gases exiting the hole. Soil cuttings will be contained if the PID meter readings are greater than 15 ppm above background or the cuttings show visible evidence of contamination.

1.3. Well Casing (Riser)

The well riser shall consist of 1-inch diameter, threaded flush-joint PVC pipe. All well risers will conform to the requirements of ASTM-D 1785 Schedule 40 pipe, and shall bear markings that will identify the material as that which is specified. All materials used to construct the wells will be NSF/ASTM approved.

1.4. Well Screen

Generally, wells will be constructed with 5-foot machine-slotted screens, unless otherwise specified or dictated by field conditions (i.e., screens of less than 5-feet in length may be used, depending on the characteristics of the well). The well screen slot size will be selected based on the filter pack grain size and the ability to hold back 85 percent or more of the filter pack materials. Screen and riser sections shall be joined by flush-threaded coupling to form watertight unions that retain 100% of the strength of the casing. Solvent PVC glue shall not be used at any time in the construction of the wells. The bottom of the screen shall be sealed with a threaded cap or plug. No lead shot or lead wool is to be employed in sealing the bottom of the well or for sealant at any point in the well.

All risers and screens shall be set round, plumb, and true to line.

1.5. Artificial Sand Pack

Granular backfill will be chemically and texturally clean (as determined using a 10x hand lens), inert, siliceous, and of appropriate grain size for the screen slot size and the host environment. Sand pack grain size will be selected based on sieve analyses of formation samples. The sand pack will be installed using a tremie pipe and the casing will be equipped with centralizers (wells 15 ft. or deeper only) to minimize the tendency for particle separation and bridging. Prior to casing and screen insertion, a minimum of 1-foot of gravel-pack bedding will be placed in the bottom of the hole. The well screen and casing will be installed, and the sand pack placed around the screen and casing to a depth extending at least 25 percent of the screen length above the top of the screen.

1.6. Bentonite Seal

A minimum 2-foot thick seal of bentonite pellets will be placed directly on top of the sand pack, and care will be taken to avoid bridging. The seal will be measured immediately after placement, without allowance for swelling.

1.7. Grout Mixture

Upon completion of the bentonite seal, the well will be grouted with a non-shrinking cement grout (e.g., Volclay^{R}) mix to be placed from the top of the bentonite seal to the ground surface. The cement grout shall consist of a mixture of Portland cement (ASTM C 150) and water, in the proportion of not more than 7 gallons of clean water per bag of cement (1 cubic foot or 94 pounds). Additionally, 3% by weight of bentonite powder shall be added, if permitted.

1.8. Surface Protection

At all times during the progress of the work, precautions shall be used to prevent tampering with or the entrance of foreign material into the well. Upon completion of the well, a suitable vented cap shall be installed to prevent material from entering the well. The PVC well riser shall be surrounded by a locking, flush mount protective well box may set into a concrete pad. The concrete pad, sloped away from the well, shall be constructed around the flush mount protective well box.

Any well that is to be temporarily removed from service or left incomplete due to delay in construction shall be capped with a watertight cap and equipped with a "vandal-proof" cover, satisfying applicable NYSDEC regulations or recommendations.

1.10. Well Development

After completion of the well, but not sooner than 24 hours after grouting is completed (if required), development will be accomplished using pumping, bailing,

Well development will include washing the entire well cap and the interior of the well casing above the water table, using only water from the well itself. As a result of this operation, the well casing will be free of extraneous materials (grout, bentonite, and sand) inside the riser, well cap, and blank casing between top of the well casing and water table. This washing will be conducted before and/or during development; not after development. Development water will be either properly contained and treated as waste until the results of chemical analysis of samples are obtained or discharged on site as determined by the site-specific work plan.