

**NEW YORK STATE DEPARTMENT
OF
ENVIRONMENTAL CONSERVATION**



**SITE INVESTIGATION REPORT
CAMP O'RYAN RIFLE RANGE
GAINESVILLE, NEW YORK**

May 2009

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1.0 Background

Camp O’Ryan is located in Gainesville, NY, Wyoming County, designated as tax parcel SBL-106.2-61.1.

Land Lease # 30-075, dated May 26, 1949 and expiring on June 30, 1974 (Attachment 1), indicates that the Camp O’Ryan site was leased by Edward N. George, Jr., to the War Department, Corps of Engineers, New York District, for use as a target range, maneuver area, camp site, and general government purposes.

This 375 acre site remains in the ownership of the Edward N. George Estate. There are no security fences or posted signs. There are a few remaining buildings from past use of the site. A small parcel of the site (4.83 acres, SBL-106.2-61.2) was sold to King Brothers Masonry Contractors at 3060 Wethersfield Road, Gainesville, NY.

According to the NYS Division of Military and Naval Affairs (DMNA), the types of activities which occurred at the site included firing small arms and vehicular maneuvers (Attachment 2). The small arms fired non-explosive ordnances (bullets). The unfired small arms typically do not represent a safety hazard. According to DMNA, there were no explosive ordnances used at the site (grenades, mines, etc.). Additionally, DMNA indicated that the site is not large enough to have been used for firing large caliber explosive shells (cannons, tank cannons, etc.). During firing practice, military personnel would typically be very concerned with locating and removing unfired munitions. There were no tanks used on the property. Drivers were trained on site using other large wheeled vehicles.

In July 2008, the U.S. Army Corps of Engineers proposed this property for inclusion in the Federal Defense Environmental Restoration Program - Formerly Used Defense Sites (DERP-FUDS). This property has since been accepted into the DERP-FUDS program.

On September 2, 2008, the DEC obtained a Temporary License Agreement for entry to Camp O’Ryan (Attachment 3).

2.0 Purpose

The purpose of this report is to summarize the November 5, 2008 investigation at Camp O’Ryan, located in Gainesville, NY, Wyoming County, and present the results of the sampling program. This investigation was initiated as per the New York State Department of Environmental Conservation (NYSDEC) November 2008 Visual Site Inspection and Sediment and Surface Soil Sampling Work Plan for the Camp O’Ryan Rifle Range in Gainesville, NY. This Work Plan specified the investigation to report potential lead contamination and any visual records of possible alleged on-site disposal.

This NYSDEC Sampling Work Plan was carried out by staff from the Division of Solid & Hazardous Materials (DSHM), with assistance from DMNA staff. Sampling locations were selected based on the likely configuration of the former rifle range (Attachments 4 and 5).

3.0 Sampling Locations

A total of thirty-one (31) samples were collected (Attachment 5). Thirteen (13) samples were collected from the firing berm area; the remaining seventeen (17) were collected from the hill area behind where the targets would have been located. One (1) control sample was collected at random along Wethersfield Road in front of the King Brothers' property.

4.0 Sample Analysis

The Total Metals Lead analyses were conducted at the NYSDEC DER Laboratory in Troy, NY. The TCLP analyses were conducted at a National Environmental Laboratory Accreditation Program (NELAP) approved contract laboratory.

A total of fifteen (15) samples with elevated levels of Total Metals Lead were chosen to be analyzed for TCLP Lead (See Attachment 8).

5.0 Field Results

The following are the general field conditions documented by NYSDEC staff on November 5, 2008:

- Weather conditions: Sunny, light wind, 70° F**
- Time sampling started: 10 a.m.**
- Time sampling ended: 2 p.m.**
- Names of NYSDEC: Anthony Lopes, Thomas Corbett, Kevin Glaser**
- Names of any others present and affiliation: Peter Jensen, Environmental Branch Chief, DMNA**

No areas of visible on-site spillage (dark soil/discoloration/lack of vegetation) were noted.

No areas of alleged disposal, unfired munitions, or other items of potential military origin were noted.

There was what looked like target poles attached to the cement retaining wall extending parallel to and directly in front of the impact berm (see Attachment 4).

Possible conically shaped impact zones were noted in the hill behind the cement retaining wall where the targets were located. Samples 15 through 28 were taken from this hillside area (impact berm). A few were taken directly from the impact zones, some from the area at the bottom of the slope where some surface water was present. All these samples, 15 through 28, had high Total Lead values. Eleven (11) had high TCLP Lead values (Attachment 8).

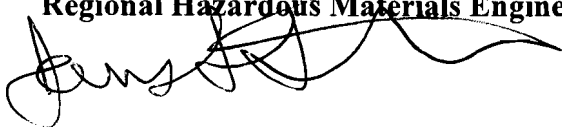
6.0 References

The following documents were reviewed and/or used in the preparation of this Site Investigation Report:

1. NYSDEC Division of Water, "Standard Operating Procedure (SOP): Sampling Equipment Decontamination/Cleaning," September 2004.
2. NYSDEC "Analytical Service Protocol (ASP) Exhibit C - Target Compound Lists (TCLs) and Contract Required Quantitation Limits (CRQLs)," July 2005.
3. NYSDEC "Analytical Service Protocol (ASP) Exhibit B - Reporting and Deliverables Requirements," July 2005.
4. NYSDEC DS&HM, Bureau of Pesticides Management, "Field Sampling Standard Operating Procedure (SOP) For Sediment."
5. NYSDEC DS&HM, Bureau of Pesticides Management, "Field Sampling Standard Operating Procedure (SOP) For Surface Soil."
6. NYSDEC DS&HM, Bureau of Pesticides Management, "Field Sampling Standard Operating Procedure (SOP) For Decontamination."
7. NYSDEC "Visual Site Inspection and Sediment and Surface Soil Sampling Work Plan for the Camp O'Ryan Rifle Range in Gainesville, NY," November 2008.

7.0 Signatories

James Strickland, P.E.
Environmental Engineer 3
Regional Hazardous Materials Engineer



Anthony Lopes, P.E.
Environmental Engineer 2
Plan Preparer & Project Manager



Attachment 1

Land Lease, # 30-075

Attachment 1

The supplies and services to be obtained by this instrument are intended to be used for the purpose of the War Department and to the War Department only.

WAR DEPARTMENT
Corps of Engineers
~~XXXXXXXXXXXXXXXXXXXX~~
NEW YORK DISTRICT

EXP: 6-30-74

Lease No. W. 30-075 ENG. 4278

2191405 908-6674 P-421-05 S30-075

\$1400 pa

LAND LEASE
ALSO KNOWN BETWEEN
EDWARD N. GEORGE, JR., AS (ED DON GEORGE)
and

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 26th day of May
in the year one thousand nine hundred and forty-nine by and between EDWARD N. GEORGE, JR.

ALSO KNOWN AS
ED DON GEORGE

whose address is 300 Main Street, Buffalo, New York

and whose interest in the property hereinafter described is that of fee simple owner
for himself, his heirs, executors, admimis-
trators, successors, and assigns, hereinafter called Lessor, and THE UNITED STATES OF AMERICA,
hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned
covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises,
viz:

All that tract or parcel of land situate in the town of Wethersfield,
County of Wyoming and State of New York bounded and described as follows:

Beginning at the northwest corner of lot No. 47 in said town in
the North Java - Wethersfield Springs Highway; running thence east along the
north line of said lot 34.26 chains; thence south 20.43 chains; thence west
4.86 chains; thence south 38.76 chains to the south line of said lot No. 47;
thence west 29.19 chains to the southwest corner of lot No. 47; thence
continuing west 15.37 chains along the south line of lot No. 55; thence
north 26.03 chains; thence west 23.42 chains; thence northwest to a point
16.71 chains south of the north line of lot No. 55; thence west to a point
9.81 chains east of the west line of lot No. 55; thence north 16.71 chains
to the north line of lot No. 55 and said highway; thence east about 50 chains
along said north line of lot No. 55 to the place of beginning; containing
approximately 375.72 acres.

to be used for the following purpose: Target Range, Maneuver Area, Camp Site and
other Government purposes.

THOMAS J. GEORGE
Attorney

3. TO HAVE AND TO HOLD the said premises for the term beginning May 26, 1949 through June 30, 1951 provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond

June 30, 1974

4. The Government shall pay the Lessor rent at the following rate: ~~Forty~~ **Forty** ~~Hundred~~ **Dollars (\$1,000.00)** per annum until June 30, 1951 and ~~Fourteen Hundred Dollars (\$1,400.00)~~ **per annum thereafter**

Payment shall be made at the end of each ~~year~~ **month** by the Finance Officer, United States Army, ~~Brooklyn Army Base, 11th Street and First Avenue, Brooklyn, New York~~

~~5. The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.~~

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at ~~200 Main Street, Buffalo, New York~~

and if given by the Lessor shall be addressed to ~~The District Engineer, New York District, Corps of Engineers, 110 Wall Street, New York 5, New York~~

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

10. The Government shall have the right, during the existence of this lease to make alterations, attach fixtures, and erect additions, structures or signs, including but not limited to buildings, target ranges, concrete butts, tank traps, walks, and landing strips, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government at its sole option. The Government shall also have the right to cut and remove trees, remove top soil, take off sand and gravel, revise the contours and ground levels of the land, and, in general, take such further action affecting the land as it may desire. The Lessor recognizes that the rental above stipulated includes an amount sufficient to compensate him for any damages that may be inflicted upon the premises during the Government's occupancy, and accordingly agrees that the erection of the fixtures, additions, and structures and the damage to the land shall not be deemed to constitute waste, and waives all claims for damages arising directly or indirectly therefrom; nor shall the Government be obligated to remove all or any of the property so attached to or erected on the demised premises or to restore the premises to the condition existing at the commencement of this lease; provided, however, that if the Government exercises its option, as herein contained, to effect an earlier termination of the lease, then in such event the Government shall place the house and barn on the property at the time of leasing in a condition reasonably suitable for occupancy and use for dairy farming, deterioration due to fair wear and tear, and damages by the elements, or by circumstances over which the Government has no control, excepted.

11. The Lessor shall have the right, during the term of this lease, to cut and remove trees from the demised premises, provided that such cutting and removal of trees shall be accomplished only at such times and in such quantities as may be agreeable to the Officer in Charge of the premises. The Lessor shall also be permitted to remove and retain trees which are cut down by the Government, provided that such trees are not required by the Government, and provided further that removal of such trees shall be accomplished only at such times and in such amounts as may be agreeable to the Officer in Charge of the premises.

Attachment 2

NYS Division of Military and Naval Affairs (DMNA) Site Summary



STATE OF NEW YORK
DIVISION OF MILITARY AND NAVAL AFFAIRS
330 OLD NISKAYUNA ROAD
LATHAM, NEW YORK 12110-3514

DAVID A. PATERSON
GOVERNOR
COMMANDER IN CHIEF

JOSEPH J. TALUTO
MAJOR GENERAL
THE ADJUTANT GENERAL

Direct Telephone: (518) 786-4540
E-mail: Robert.Conway1@us.army.mil

July 21, 2008

Legal Affairs

Annette M. Sansone, Esq.
Assistant Regional Attorney
N.Y.S. Department of Environmental
Conservation – Region 9
270 Michigan Avenue
Buffalo, NY 14203-2999

Re: Camp O’Ryan, Wethersfield, New York

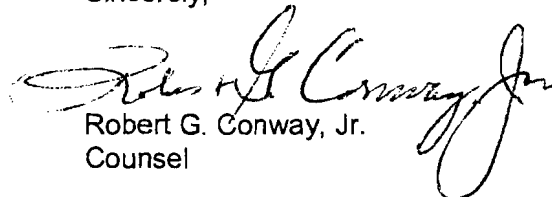
Dear Ms. Sansone:

Enclosed please find a memorandum from Mr. Peter Jenson, this agency's Environmental Compliance Branch Chief, regarding the history of uses by the New York Army National Guard of the site formerly known as Camp O’Ryan in Wethersfield, Wyoming County, New York. Please provide a copy of the enclosed memorandum to Mr. James G. Strickland, P.E., in your region's Division of Solid and Hazardous Materials.

If you or Mr. Strickland have any questions regarding the enclosed memorandum or wish to coordinate a site visit, please contact Mr. Jenson at his work telephone number, (518) 786-4548, or at his e-mail address: peter.jensen1@us.army.mil. Please feel free contact me also if you have any follow-up questions regarding this matter.

Thank you for your cooperation and assistance in this matter.

Sincerely,


Robert G. Conway, Jr.
Counsel

Encl.

cc: Mr. Jenson, DMNA, MNFE-EC



STATE OF NEW YORK
DIVISION OF MILITARY AND NAVAL AFFAIRS
330 OLD NISKAYUNA ROAD
LATHAM, NEW YORK 12110-3514

DAVID A. PATERSON
GOVERNOR
COMMANDER IN CHIEF

JOSEPH J. TALUTO
MAJOR GENERAL
THE ADJUTANT GENERAL

MEMORANDUM

FROM: Mr. Peter Jensen, Environmental Compliance Branch Chief, Facilities Management and Engineering Directorate, Division of Military and Naval Affairs *PJ*

TO: Mr. James G. Strickland, P.E., Regional Hazardous Materials Engineer, New York State Department of Environmental Conservation, Region 9

SUBJECT: Site Formerly Known as Camp O'Ryan in the Town of Wethersfield, Wyoming County, New York

DATE: 16 July 2008

1. A review of Division of Military and Naval Affairs (DMNA) files indicate that there was a land lease, dated 26 May 1949, between the U.S Army Corps of Engineers, New York District, and Mr. Edward George, the owner of the land formerly known as Camp O'Ryan. The lease indicated that the 375-acre site would be used for existing target ranges (reportedly built by the U.S. Army Corps of Engineers during World War II when the property was owned by the Federal government), maneuver area training and as a camp site. The lease expired on 30 June 1974. DMNA staff could not locate any records relating to military activities, by the New York Army National Guard (NYARNG) or any other State or Federal military organization, conducted on this site prior to 1949.

It is this agency's understanding that during World War II, the U.S. Army Corps of Engineers (ACOE) owned and initially developed this training site and later sold it to Mr. George after World War II and in 1949 Mr. George leased it back to the ACOE.

2. While DMNA staff were unable to find any lease agreements between Mr. George and the NYARNG during the time period of 1949 through 1974, it is possible that NYARNG units may have used the site for small arms training (pistols, rifles and machine guns) using non-explosive munitions (bullets) fired into dirt berms. The site is not large enough to be used for field artillery firing, battle tank firing and maneuvers, or other similar weapons systems that utilize explosive munitions requiring large, closed impact areas and safety buffer zones. Further, military training involving explosive

munitions is not conducted on private (even if leased) property due to the possibility of unexploded munitions ("dud" rounds) becoming embedded or lost during firing exercises on the property, access to which is cannot be permanently restricted. As a result, there is no likelihood that there are unexpended explosive munitions on the Camp O'Ryan site related to any NYARNG training activities. However, it is possible that there are unexpended small arms munitions (bullets and blank rounds) on the site but these items pose no active danger to the public.

3. Some local community members have voiced concerns over anecdotal reports from civilians of burials of suspected hazardous materials on site in the past. The burying or controlled burning of trash and garbage generated during military training sessions at Camp O'Ryan is certainly possible during the years prior to the environmental regulations enacted during the 1970s. DMNA has no records or anecdotal evidence of any disposal activities involving hazardous materials at Camp O'Ryan. Further, it is highly unlikely that any State or Federal agency would dispose of hazardous material on a privately owned site to which access was and is even today not restricted or fenced.

4. The NYARNG periodically did use the site in the late 1980s and in the early 1990s as a local training area (LTA). Training activities conducted on LTAs normally include land navigation and wheeled-vehicle (e.g., small, ¼ ton "pick-up" trucks) driver training.

5. The NYARNG does not have the capability to conduct a munitions clearance sweep of the site but is willing to have an agency representative on site to assist New York State Department of Environmental Conservation - Region 9 personnel by ensuring their safety during any environmental sampling activities.

6. This year (2008) the National Guard Bureau in coordination with the ACOE is placing Camp O'Ryan on the Formerly Used Defense Site (FUDS) list to enable the U.S. Department of Defense to determine what if any environmental remediation may be necessary at the site as a result of Federal or State National Guard military training. FUDS sites eventually will be remediated with Federal funds.

Copy to:

Annette Sansone, Esq., NYS DEC-Region 9
DMNA Legal Affairs Office

Attachment 3

Temporary License Agreement for Entry to Camp O’Ryan

TEMPORARY LICENSE AGREEMENT

THIS AGREEMENT is made as of this 2ND day of Sept., 2008, between Trust Under Will of Edward N. George, Jr. ("Licensor"), Donald E. George, Edward N. George, III, James R. George, Trustees and the New York State Department of Environmental Conservation ("DEC"), the New York State Division of Military and Naval Affairs ("DMNA") and representatives or contractors acting on behalf of or retained by DEC and/or DMNA (collectively, "Licensee").

WHEREAS, Licensor is the owner of certain real property in the town of Wethersfield, County of Wyoming, State of New York known as Camp O'Ryan and described as Tax Map Parcel No. SBL-106.2-61.1 (hereinafter referred to as the "Property"); and

WHEREAS, Licensee has reason to believe that the Property was at one time leased to the United States Army Corps of Engineers ("USACOE") and that the Property was at one time used as a rifle range and for maneuvers by DMNA; and

WHEREAS, Licensee is investigating allegations of possible lead contamination and unexpended munitions on the Property which Licensee believes require further investigation; and

WHEREAS, Licensee has requested authorization to access the Property in order to inspect the Property, take soil and water samples and undertake precautionary measures which may be necessitated by the presence of any unexpended munitions to ensure the safety of investigators; and

WHEREAS, Licensee has requested permission to enter the Property for the purpose of investigating either actual or suspected sources of pollution or contamination; and

WHEREAS, Licensor is willing to grant a temporary license for such entry and activities, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto, without admitting any issues of fact or law or any liability or responsibility, for good and valuable consideration of the mutual promises set forth below, the adequacy of which is hereby acknowledged, agree as follows:

1) Licensors represents and warrants to Licensee that, as of the date of this Agreement, it is the sole owner of record of the Property. This provision shall survive expiration or termination of this Agreement.

2) Licensors grants, without covenant or warranty except as set forth in paragraph 1 above, to Licensee a temporary license to access the Property for the purpose of investigating whether unexpended munitions are on the Property and the background concentration and existence, nature, quantity, extent, condition and location of any contamination that may be on the Property. Activities undertaken by Licensee in connection with such investigation (hereinafter, the "Work") may consist of, but are not limited to, the collection of soil and water samples and management of Impacted Materials (as that term is defined in paragraph 8 below). Sample collection may be performed utilizing hand operated equipment, drill rigs, direct push sampling equipment, and/or other necessary equipment needed to collect the samples.

3) That the Work performed by Licensee and/or its agents upon the Property shall be done consistent with a work plan approved by DEC, as may be modified from time to time at DEC's direction. Licensee shall provide a copy of the work plan and any revisions thereof to Licensors prior to commencing the activities called for by the work plan or any revisions thereof as soon as practicable, but no later than the time for providing notice pursuant to paragraph 6 below.

4) This License is granted solely for the purposes described above.

5) Licensee agrees to comply with all laws, regulations and ordinances applicable to it in connection with performing the Work at its sole cost and expense.

6) At least 5 days prior to commencement of any of the Work Licensee shall notify Licensors of the dates and times when Work will be done and the precise locations of

the Work at the Property. Licensee agrees that Licensor may have a representative present who may observe the performance of the Work. Licensee will provide notice to the designated representative for Licensor identified in paragraph 14 below when all Work is complete.

7) Licensee shall be responsible for identifying the location of all utility lines in the areas where the Work is to be performed, although Licensor agrees to provide Licensee with any information it possesses regarding said utility lines. Licensee shall assume full responsibility to assure that the Work shall not disrupt any utility or service and the liability for any such disruption shall be on Licensee. Licensee shall obtain any necessary utility permits and approvals, including any approvals from governmental agencies prior to performing the Work and shall provide copies of any necessary approvals to Licensor.

8) All laboratory and field equipment samples, purge water, soil cuttings, and other material generated during the Work ("Impacted Materials") shall be properly handled, stored and disposed by Licensee at Licensee's expense. Any manifest required to transport or dispose of Impacted Materials shall be signed by Licensee as the generator.

9) Licensee agrees that the Work shall be performed by Licensee in a manner which shall not harm persons or property. Any Impacted Materials which are stored on the Property shall be managed by Licensee in a manner which avoids any hazards and any exacerbation or creation of environmental risks or harm.

10) Licensee shall provide copies of reports and data generated in connection with the Work to Licensor as soon as reasonably possible.

11) Nothing contained in this Agreement shall obligate Licensor to pay any costs or expenses for the Work to be performed under this Agreement by or on behalf of Licensee.

12) When the Work is complete, or upon termination of this License pursuant to paragraph 14 below, whichever occurs first, Licensee will fully restore and repair any areas of the Property which are damaged directly or indirectly in any manner by Licensee, its

contractors, subcontractors or anyone under the direction or control of Licensee and/or by vehicles, machinery or equipment owned or operated by or on behalf of Licensee. Such restoration and repair shall be completed within 30 calendar days of completion of the Work or termination of this Agreement, whichever comes first. If weather and site conditions impede Licensee's ability to satisfy the 30-day deadline, then Licensee shall complete the necessary restoration and repairs within 30 calendar days of the time when weather and site conditions cease to impede the performance of such restoration and repairs.

13) The effective date of this Agreement shall be the date it is executed by Licenser and the Licensee.

14) This Agreement shall terminate the earlier of (a) December 31, 2008; (b) the date on which Licensee provides Licenser with notice that the Work is complete; or (c) upon 30 days' written notice of revocation provided by Licenser to Licensee. Any such notice shall be delivered personally or by certified mail to the following:

For Licenser:

Brenda J. Joyce, Esq.
Jaackle Fleischmann & Mugal, LLP
12 Fountain Plaza
Buffalo, New York 14202

For Licensee:

Annette M. Sansone
Assistant Regional Attorney
New York State Department of Environmental Conservation
Office of General Counsel, Region 9
270 Michigan Avenue
Buffalo, New York 14203-2999

15) It is understood and agreed that no vested right in the Property is hereby granted or conveyed, and that the license hereby given is subject to any and all encumbrances, conditions, restrictions, and reservations upon or under which Licenser holds the Property. Licenser agrees to apprise Licensee of any such encumbrances, conditions, restrictions, and

reservations at the earliest possible time, but in any event before the Licensee's entry upon the Property.

16) The rights, privileges, duties, and obligations of the parties hereto under this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said parties, respectively. This Agreement is solely for the benefit of said parties and their successors and assigns and may not be enforced by, nor shall it be construed for the benefit of, any third party.

17) This Agreement contains the sole and entire agreement between the parties, and cannot be altered or amended except by the written consent of both parties with reference to this Agreement.

18) Notwithstanding any provisions to the contrary in this Agreement, neither party hereto shall waive any privilege or any other defenses that it may have based upon any information, oral or otherwise, disclosed, revealed, given to either party by the other or otherwise made known as a result of the activities arising from the Agreement.

19) Nothing in this Agreement in any way estops, bars, or otherwise prevents the parties hereto from asserting any and all claims against each other or against any third party regarding the environmental conditions on or around the Property, and nothing herein shall be construed as a waiver of any cause of action, claim, demand, or defense the parties hereto might otherwise have under statutory law, common law or otherwise against each other or against any third party.

20) Licensor represents to Licensee that the execution, acknowledgement and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by Licensor and that the person signing has the authority to sign and deliver this Agreement on its behalf and thereby bind Licensor to the same. Licensee represents to Licensor that the execution, acknowledgement and delivery of this Agreement and the performance of its

obligations hereunder have been duly authorized by Licensee and that the person signing has the authority to sign and deliver this Agreement on its behalf and thereby bind Licensee to the same.

21) In case one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23) This Agreement may be modified or amended only in writing executed by Licensor and Licensee.

24) This Agreement may be executed in counterparts, each of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year noted below.

TRUST UNDER WILL OF EDWARD N.
GEORGE, JR.

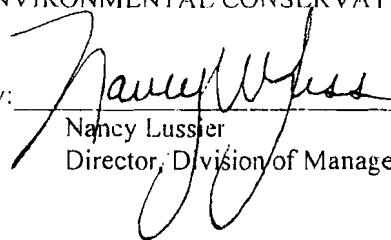
DATED: July 22, 2008

By: Edward N. George III
Edward N. George III, Trustee
In his capacity as Trustee and on behalf of
Donald E. George, Trustee, and James R.
George, Trustee

DATED: 08/01/08

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: _____



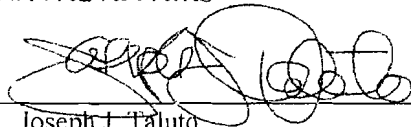
Nancy Lussier

Director, Division of Management and Budget

DATED: Sept. 2, 2005

NEW YORK STATE DIVISION OF MILITARY
AND NAVAL AFFAIRS

By: _____

A handwritten signature in black ink, appearing to read "J. Taluto", is written over a horizontal line.

Joseph J. Taluto
Major General, NY Army National Guard
The Adjutant General

864905

Attachment 4

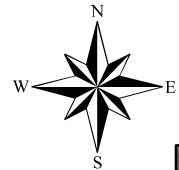
Aerial Photo of Camp O’Ryan Showing Target Area

Attachment 4 - Aerial Photo of Camp O'Ryan Showing Target Area



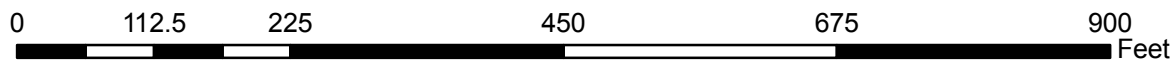
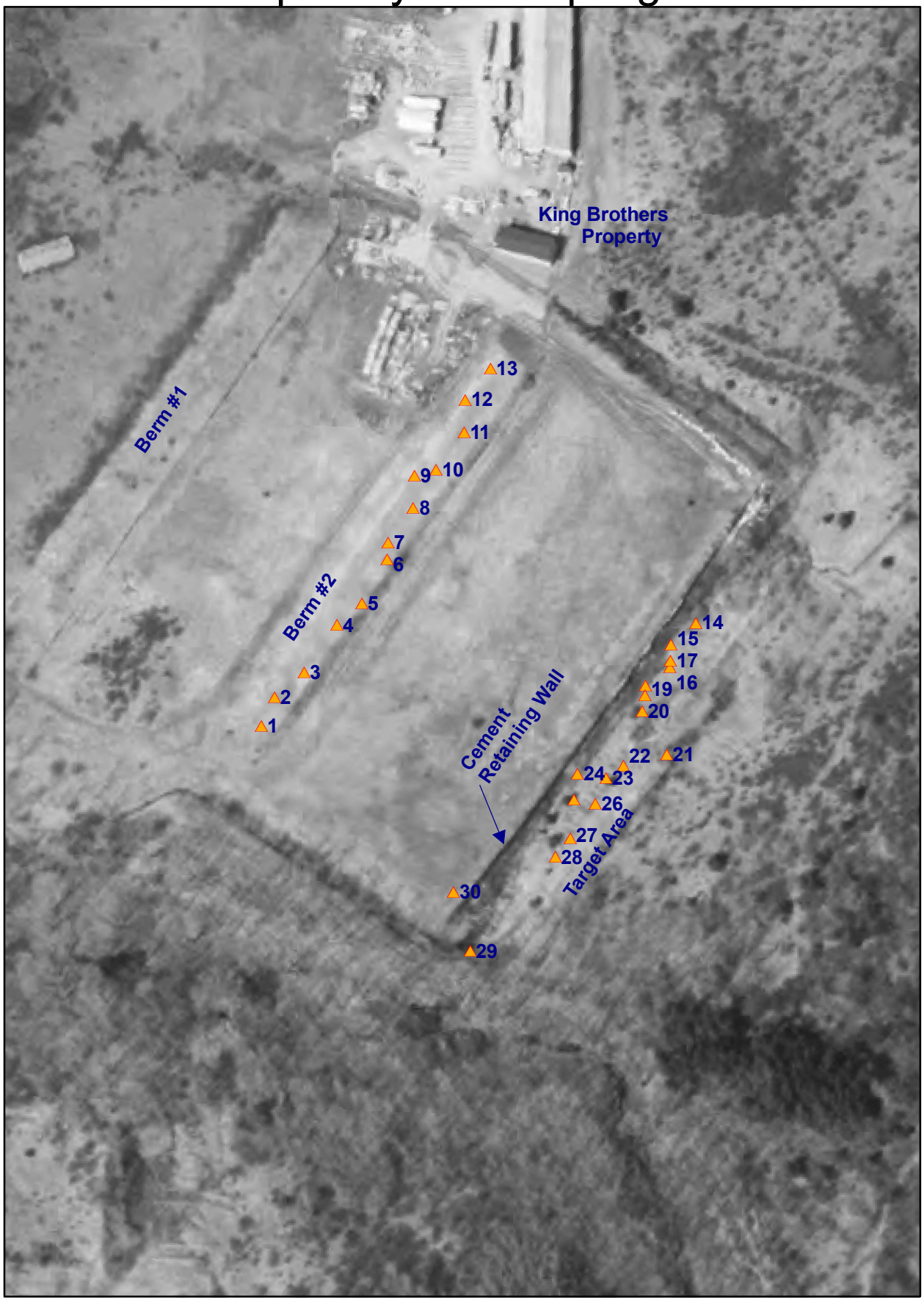
Attachment 5

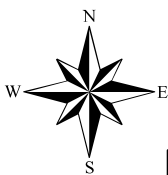
Sample Locations/Plot GPS Data



Attachment # 5

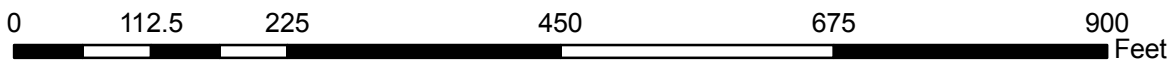
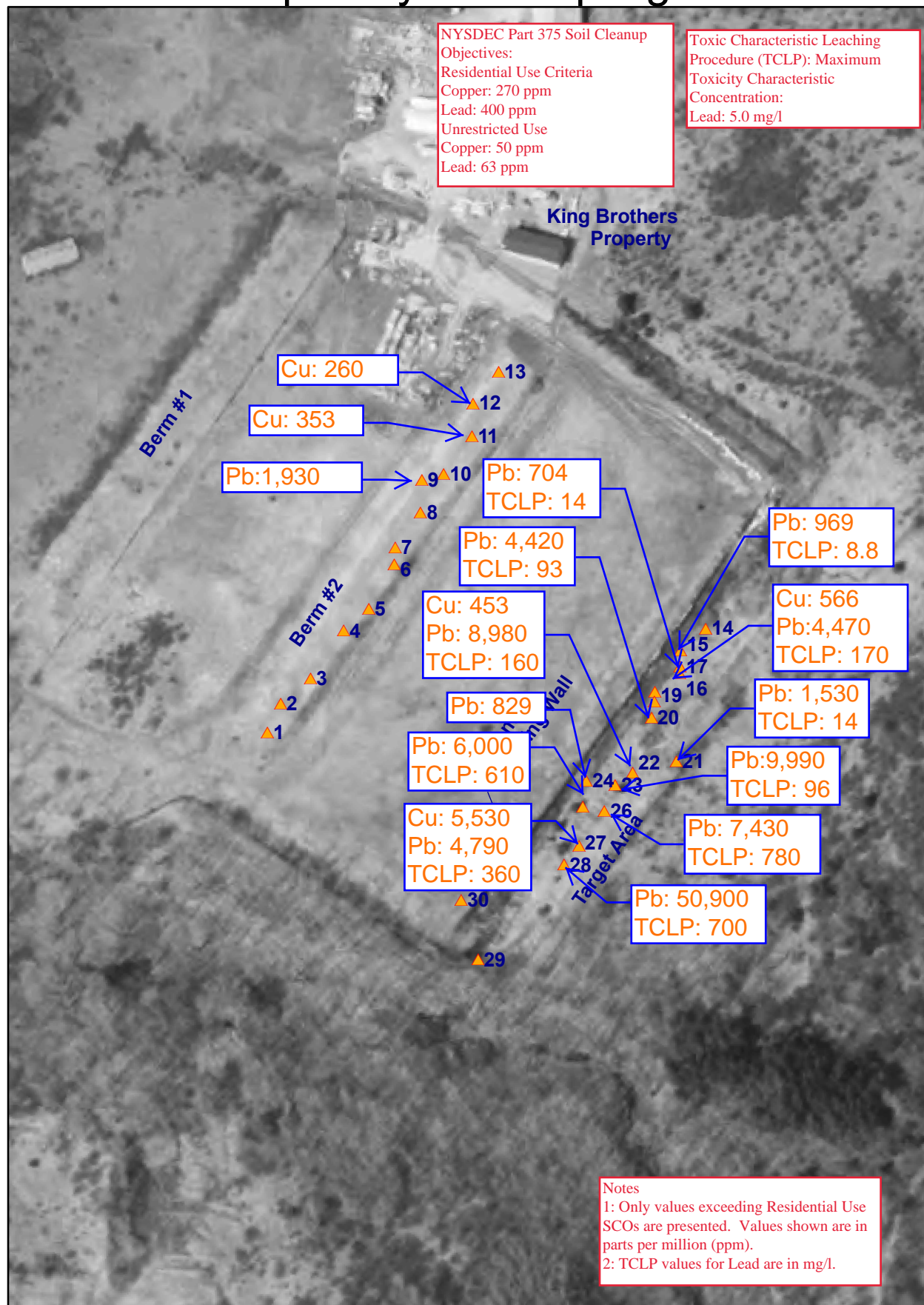
Camp O'Ryan Sampling Plot





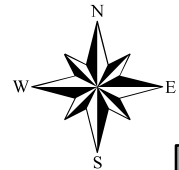
Attachment # 5

Camp O'Ryan Sampling Plot

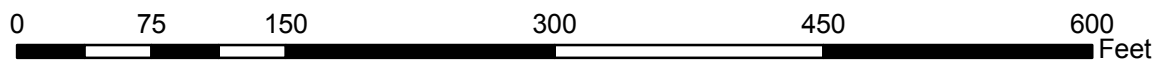
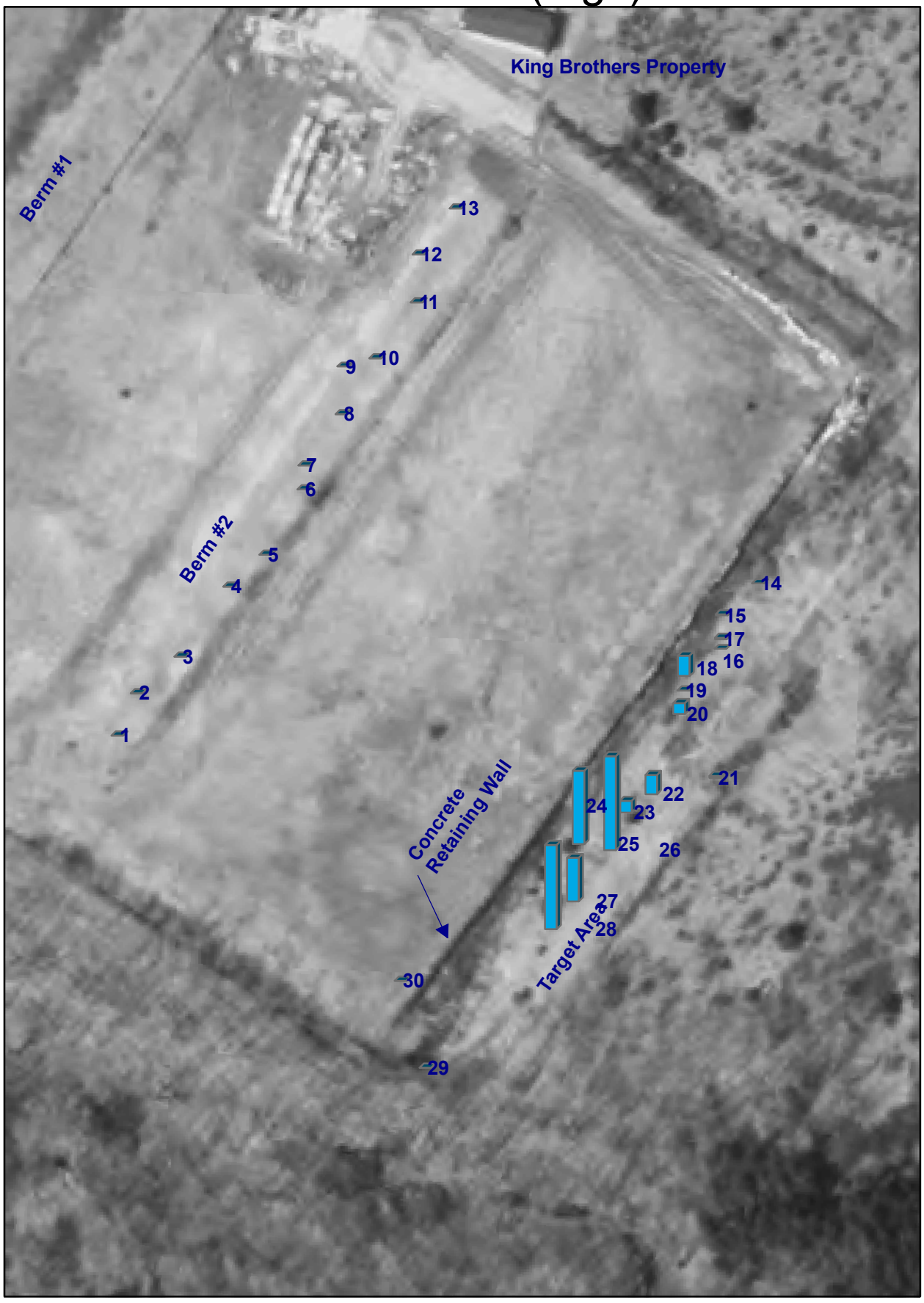


Attachment 6

TCLP Pb Bar Graph

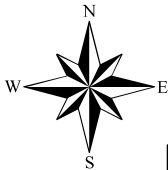


Attachment # 6 TCLP Lead (mg/l)



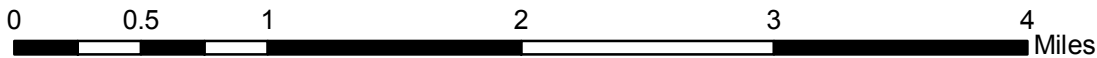
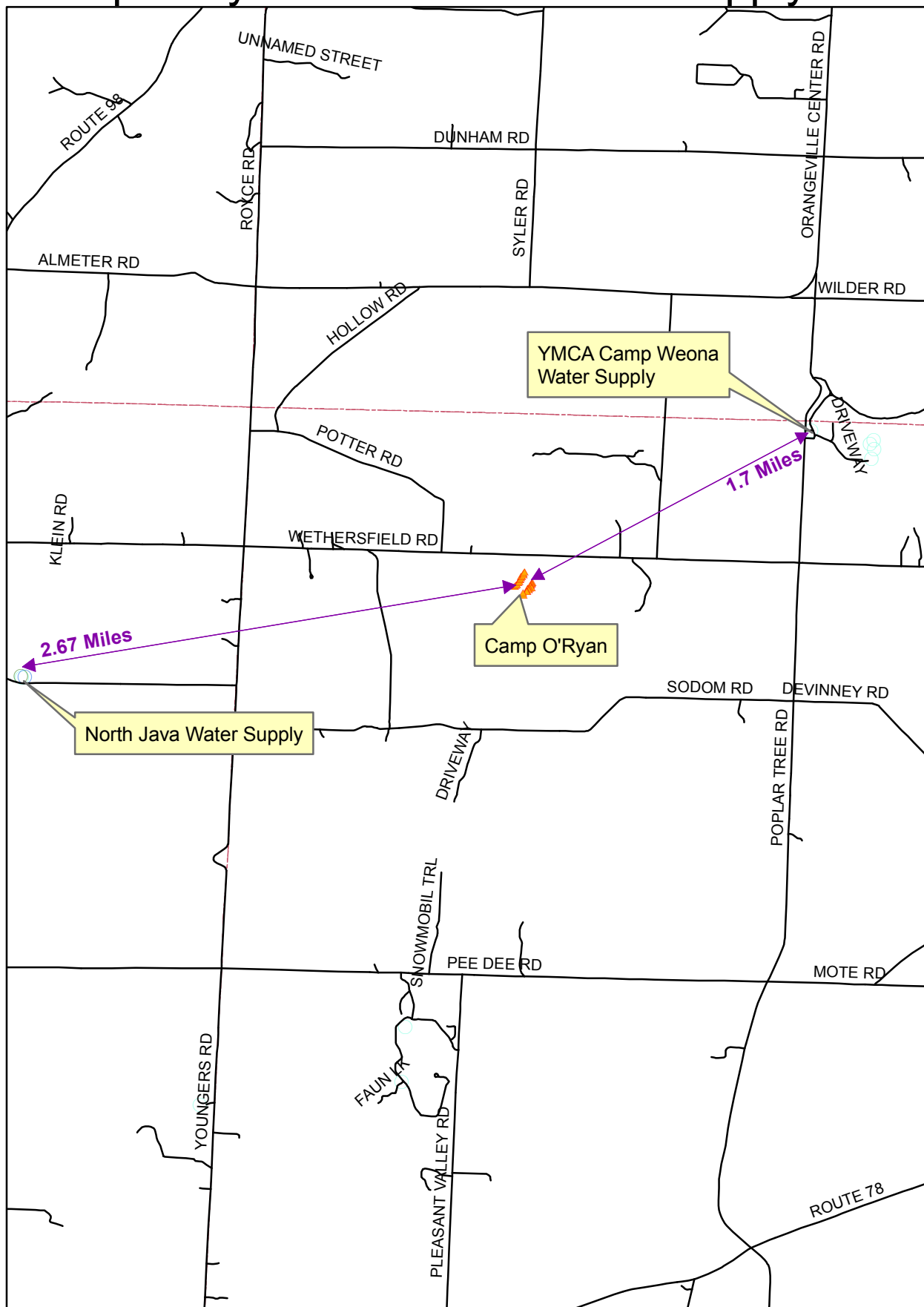
Attachment 7

Location to Public Water Supply Wells



Attachment #7

Camp O'Ryan and Public Water Supply Wells



Attachment 8

Table of GPS Coordinates/Total Pb/TCLP Pb Results

GPS Coordinates/Total Pb/TCLP Pb**Attachment # 8**

N	x	y	<u>Total Pb mg/kg</u>	<u>TCLP Pb - mg/l</u>
1	-78.2797	42.68216	20.1	
2	-78.27965	42.68225	18	
3	-78.27953	42.68233	36.1	
4	-78.2794	42.68248	39.7	
5	-78.2793	42.68255	25.7	
6	-78.2792	42.68269	25.8	
7	-78.2792	42.68274	37.3	
8	-78.2791	42.68285	46.8	
9	-78.2791	42.68295	1930	0.025
10	-78.27901	42.68297	49.4	
11	-78.2789	42.68309	90.9	
12	-78.2789	42.68319	33.9	
13	-78.2788	42.68329	46.8	
14	-78.2779	42.68253	24.6	
15	-78.278	42.68246	969	8.8
16	-78.278	42.68239	182	0.016
17	-78.278	42.68241	704	14
18	-78.2781	42.68233	4470	170
19	-78.2781	42.6823	351	0.31
20	-78.27811	42.68225	4420	93
21	-78.278	42.68212	1530	14
22	-78.27818	42.68208	8980	160
23	-78.27825	42.68204	9990	96
24	-78.27837	42.68205	829	1.1
25	-78.27838	42.68197	6000	610
26	-78.27829	42.68196	7430	780
27	-78.27839	42.68185	4790	360
28	-78.27845	42.68179	50900	700
29	-78.27879	42.68149	68.6	
30	-78.27887	42.68167	48.5	

Table 4.25-1
Sample Locations and Rationale
Camp O’Ryan MRS 2 Rifle Range MRS

Sample ID	Sample Coordinates ⁽¹⁾		Medium	Analyses	Potential Munitions	Rationale
	Latitude	Longitude				
NF908-11020-01	42.68216	-78.2797	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-02	42.68225	-78.2797	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-03	42.68233	-78.2795	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-04	42.68248	-78.2794	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-05	42.68255	-78.2793	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-06	42.68269	-78.2792	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-07	42.68274	-78.2792	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-08	42.68285	-78.2791	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-09	42.68295	-78.2791	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-10	42.68297	-78.279	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-11	42.68309	-78.2789	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-12	42.68319	-78.2789	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-13	42.68329	-78.2788	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the firing berm.
NF908-11020-14	42.68253	-78.2779	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.

Table 4.25-1
Sample Locations and Rationale
Camp O’Ryan MRS 2 Rifle Range MRS

Sample ID	Sample Coordinates ⁽¹⁾		Medium	Analyses	Potential Munitions	Rationale
	Latitude	Longitude				
NF908-11020-15	42.68246	-78.278	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-16	42.68239	-78.278	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-17	42.68241	-78.278	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-18	42.68233	-78.2781	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-19	42.6823	-78.2781	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-20	42.68225	-78.2781	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-21	42.68212	-78.278	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-22	42.68208	-78.2782	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-23	42.68204	-78.2783	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-24	42.68205	-78.2784	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-25	42.68197	-78.2784	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-26	42.68196	-78.2783	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-27	42.68185	-78.2784	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-28	42.68179	-78.2785	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.

Table 4.25-1
Sample Locations and Rationale
Camp O’Ryan MRS 2 Rifle Range MRS

Sample ID	Sample Coordinates ⁽¹⁾		Medium	Analyses	Potential Munitions	Rationale
	Latitude	Longitude				
NF908-11020-29	42.68149	-78.2788	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-30	42.68167	-78.2789	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at the target berm.
NF908-11020-31	N/A	N/A	Soil	Antimony, Copper, Lead	Small Arms (.22, .30, .38, and .45 caliber, and 5.56mm and 7.62mm)	Collected at random along Wethersfield Road in front of the MRS boundary.

(1)World Geodetic System (WGS) 84.

Table 4.25-2 SUMMARY OF ANALYTICAL RESULTS FOR CAMP O’RYAN MRS 2 RIFLE RANGE SOIL SAMPLES COLLECTED BY NYSDEC IN NOVEMBER 2008																																
Sample ID		NF908-11020-01	NF908-11020-02	NF908-11020-03	NF908-11020-04	NF908-11020-05	NF908-11020-06	NF908-11020-07	NF908-11020-08	NF908-11020-09	NF908-11020-10	NF908-11020-11	NF908-11020-12	NF908-11020-13	NF908-11020-14	NF908-11020-15	NF908-11020-16	NF908-11020-17	NF908-11020-18	NF908-11020-19	NF908-11020-20	NF908-11020-21	NF908-11020-22	NF908-11020-23	NF908-11020-24	NF908-11020-25	NF908-11020-26	NF908-11020-27	NF908-11020-28	NF908-11020-29	NF908-11020-30	NF908-11020-31*
Date		11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008	11/5/2008
Lab Sample ID		908-344-001	908-344-002	908-344-003	908-344-004	908-344-005	908-344-006	908-344-007	908-344-008	908-344-009	908-344-010	908-344-011	908-344-012	908-344-013	908-344-014	908-344-015	908-344-016	908-344-017	908-344-018	908-344-019	908-344-020	908-344-021	908-344-022	908-344-023	908-344-024	908-344-025	908-344-026	908-344-027	908-344-028	908-344-029	908-344-030	908-344-031
	Units																															
Metals -																																
Antimony SCO(1) No Criteria	mg/kg	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	3.64 U	6.12	39.2	13.8	36	16.1	48	47.1	7.6	62.3	42.7	20.1	328	3.64 U	3.64 U	3.64 U
Copper SCO(1) 50 ppm unrestricted 270 ppm residential	mg/kg	141	69.4	54.9	40.5	60.6	29.1	31.4	33.2	34.9	82.3	353	260	54.4	71.4	122	32.9	82.8	566	108	220	145	453	95.3	84.4	141	90.2	5,530	242	48.5	155	32.7
Lead SCO(1) 63 ppm unrestricted 400 ppm residential	mg/kg	20.1	18	36.1	39.7	25.7	25.8	37.3	46.8	1930	49.4	90.9	33.9	46.8	24.6	969	182	704	4,470	351	4,420	1530	8,980	9,990	829	6,000	7,430	4,790	50,900	68.6	48.5	121
U - Analyte was analyzed but not detected above the limit of detection (LOD). * - Ambient sample.																																

1. SCO(1): NYSDEC 6 NYCRR Part 375, 12-14-2006; Soil Cleanup Objectives; Unrestricted and Residential Use Criteria

Exceeds Unrestricted Use SCO(1)

Exceeds Residential Use SCO(1)

Table 4.25-3
Comparison of Site Soil Concentrations to Background and Screening Criteria
Camp O’Ryan MRS 2 Rifle Range MRS

Analyte	Units	Mean Detected Ambient Concentration ⁽¹⁾	Maximum Detected Site Concentration ⁽¹⁾	Exceeds Background Concentration?	Human Screening Value	Exceeds Human Health Screening Value?
<i>Metals</i>						
Antimony	mg/kg	Not detected	328	Yes	31 ⁽²⁾	Yes
Copper	mg/kg	32.7	5,530	Yes	50 ⁽³⁾	Yes
Lead	mg/kg	121	50,900	Yes	400 ⁽⁴⁾	Yes
<p>(1) See Table 4.25-3 for analytical results.</p> <p>(2) New York Remedial Program Soil Cleanup Objectives value not available. Used USEPA Regional Screening Level (RSL) Summary Table for Residential Soil November 2011. (http://www.epa.gov/reg3hwmd/risk/human/rb-concentration_table/Generic_Tables/pdf/master_sl_table_run_NOV2011.pdf).).</p> <p>(3) New York Remedial Program Soil Cleanup Objectives for Unrestricted Use (http://www.dec.ny.gov/regs/15507.html).</p> <p>(4) New York Remedial Program Soil Cleanup Objectives for Restricted Use (Table 375-6.8(b). http://www.dec.ny.gov/regs/15507.html).</p>						