PERIODIC REVIEW REPORT

for

RICK'S AUTO REDEVELOPMENT 136 East Genesee Street Village of Baldwinsville Onondaga County, New York Brownfield Cleanup Program No. B7-0652-04-01 DEC BCP Site No. C734085

Prepared for:

RLC & EEC, LLC 136 East Genesee Street Baldwinsville, New York 13027

Prepared by:



8232 Loop Road Baldwinsville, New York 13027 (315) 638-8587 Project No. 2016065

June 2016

TABLE OF CONTENTS

INTRODUCTION	1
REMEDY PERFORMANCE, EFFECTIVENESS AND PROTECTIVENESS	1
INSTITUTIONAL / ENGINEERING CONTROL PLAN COMPLIANCE	2
MONITORING PLAN	3
OPERATION AND MAINTENANCE	3
CONCLUSIONS AND RECOMMENDATIONS	3

FIGURES

FIGURE 1 – SITE LOCATION MAP FIGURE 2 – SITE PLAN

ATTACHMENTS

SHEET SSD 1 OF 1 – SUB-SLAB DEPRESSURIZATION SYSTEM MONITORING LOCATIONS MAINTENANCE AND INSPECTION LOG INSTITUTIONAL AND ENGINEERING CONTROLS CERTIFICATION FORM

INTRODUCTION

This Periodic Review Report (PRR) pertains to 136 East Genesee Street in the Village of Baldwinsville, Onondaga County, New York (the "site"). RLC & EEC, LLC purchased the site from C.L. Development of Baldwinsville, LLC on January 28, 2016 and as such, now retains responsibility for complying with the Site Management requirements associated with the Brownfield Cleanup Program No. C734085 *Rick's Auto Redevelopment* property. The last Periodic Review Report (PRR) for this property was completed in August 2012 for C.L. Development. This PRR covers the period of time from January 28 to June 12, 2016. The parcel located at 138 East Genesee Street, part of the Rick's Auto Redevelopment site, was sold to Jeff & Jeff Properties, LLC in July 2011 and is not included as part of this PRR. The site consists of approximately 0.7 acres on the southwest corner of East Genesee Street and Festa Fairway Lane (refer to *Figure 1 – Site Location Map*).

This site was issued a Certificate of Completion (COC) from the Brownfield Redevelopment Program in December 2006.

REMEDY PERFORMANCE, EFFECTIVENESS AND PROTECTIVENESS

The substantive site remediation was accomplished through completion of six Interim Remedial Measures (IRMs) consisting of source removal projects completed during the site investigation. The IRMs resulted in the removal of approximately 2,640 cubic yards (4,478 tons) of petroleum impacted soil and approximately 8,000 gallons of petroleum impacted water from the site.

Initially, these IRMs were viewed as necessary to remove impacted soil and groundwater to prevent ongoing contaminant releases. However, as a result, subsequent site monitoring has demonstrated that significant site improvement has occurred. These actions have been identified as the primary site remediation and were completed in the summer of 2004.

The IRMs significantly reduced petroleum source areas by removing impacted soils containing contaminant concentrations above the New York State Department of Environmental Conservation (DEC) recommended soil cleanup objectives (SCOs).

The IRMS also helped to reduce the total volatile organic compound (VOC) concentrations in the groundwater in and directly downgradient of the source areas.

INSTITUTIONAL / ENGINEERING CONTROL (IEC) PLAN COMPLIANCE

The following IEC plans were stipulated and enforced at the site upon issuance of the COC:

- Groundwater Use Restriction
- Site Management Plan
- Soil Management Plan
- A vapor mitigation engineering control would need to be implemented for any new building development (i.e. construction of commercial buildings) on the site.

The following changes have occurred since the preceding 2012 PRR relevant to the IEC's:

- A commercial building was constructed on the site. The building was constructed as a slab-on-grade structure. The foundation and main shell of the building, including a sub-slab depressurization system (refer to the following bullet), was constructed in 2014 by C.L. Development. The building and landscape areas were finished for occupancy for RCL & EEC, LLC in January 2016. Refer to *Figure 2 Site Plan* for additional information.
- A sub-slab depressurization (SSD) system was installed for the building. The SSD system was installed under the slab during building construction in 2014 by CL Development. The system was built following the design plans by Plumley Engineering. Refer to the attached *Sheet SSD 1 of 1 Sub-Slab Depressurization System Monitoring Locations* for additional information. The system was activated for full-time operation when the building became occupied in January 2016. The system was inspected on June 22, 2016 and was operating.

As of this reporting period, there are no deficiencies with IECs. No changes to the IECs are recommended.

MONITORING PLAN

Groundwater monitoring was an on-going activity at the site following issuance of the COC by the Department of Environmental Conservation (DEC). Based on historical summary data generated from the monitoring program spanning the period 2005 to 2013, Plumley Engineering requested that groundwater monitoring be discontinued¹ and the DEC agreed. Groundwater monitoring was subsequently discontinued and is no longer a requirement for the site.

OPERATION AND MAINTENANCE

Operation and maintenance is performed in accordance with an approved Operation and Maintenance (O&M) Plan for the site applicable to the operation of the SSD system. The SSD system was activated in January 2016. The O&M Plan calls for annual inspections of the system. The first annual inspection is to be scheduled for January 2017. The attached *Maintenance and Inspection Log* is to be completed for each annual inspection and retained for inclusion in the next PRR.

CONCLUSIONS AND RECOMMENDATIONS

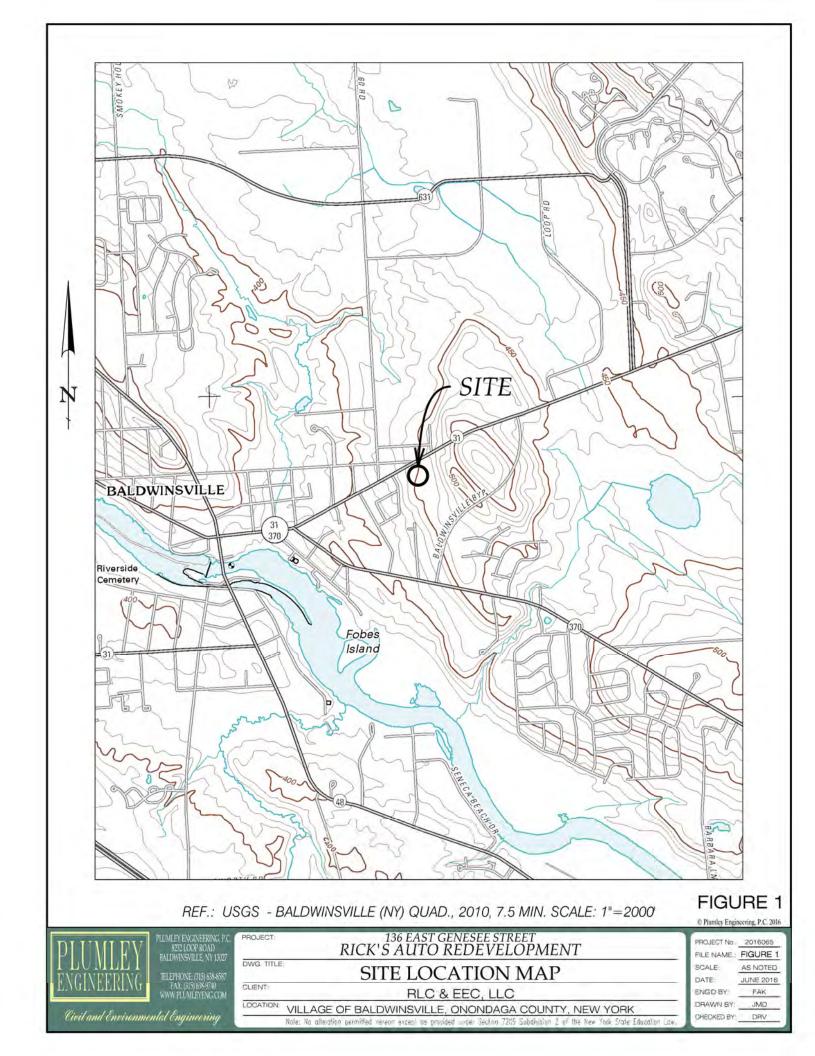
No areas of non-compliance with the remedial program have been identified.

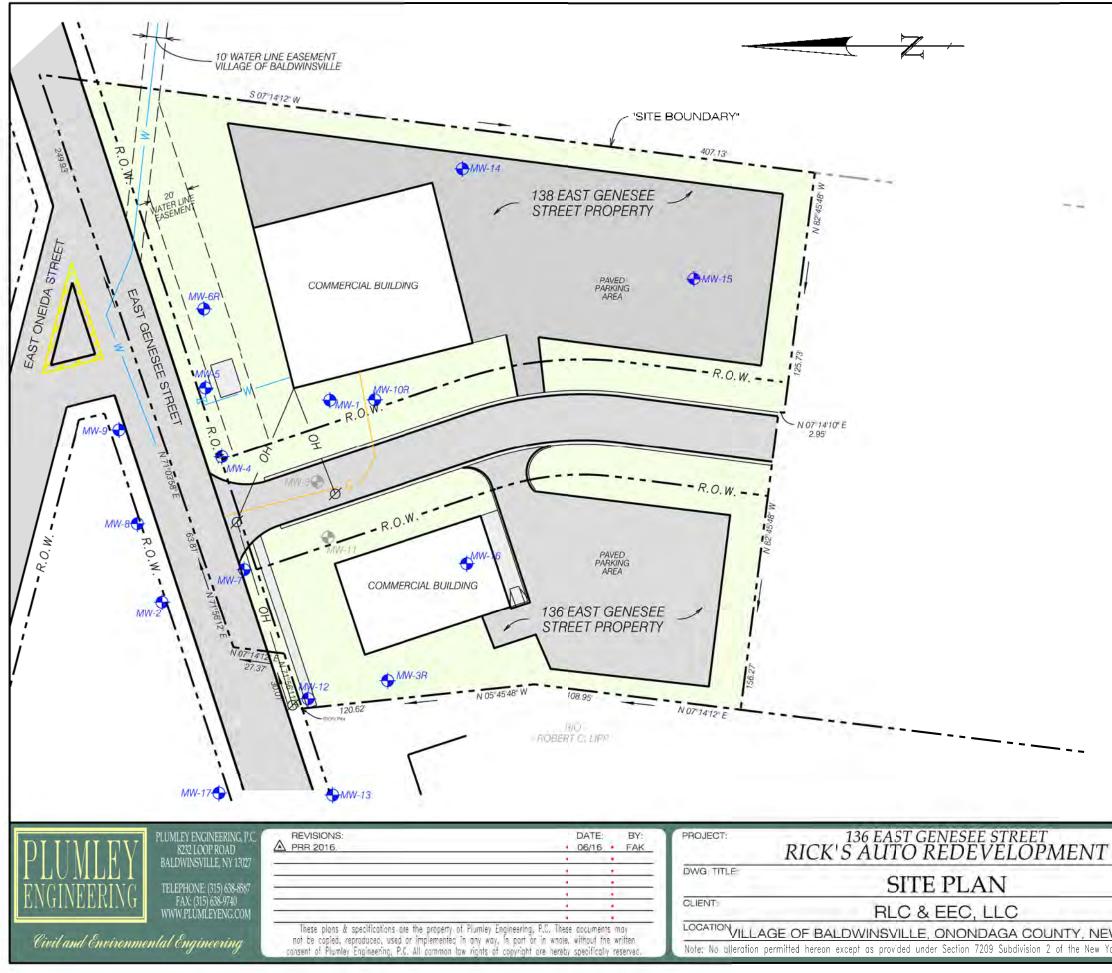
No additional remedial measures or other improvements are recommended at this time.

All requirements for the site for this reporting period have been met. Refer to the attached *Institutional and Engineering Controls Certification Form.*

¹December 13, 2013 letter from Plumley Engineering to Harry Warner, Regional Remediation Engineer, DEC Region 7, Syracuse, New York.

FIGURES



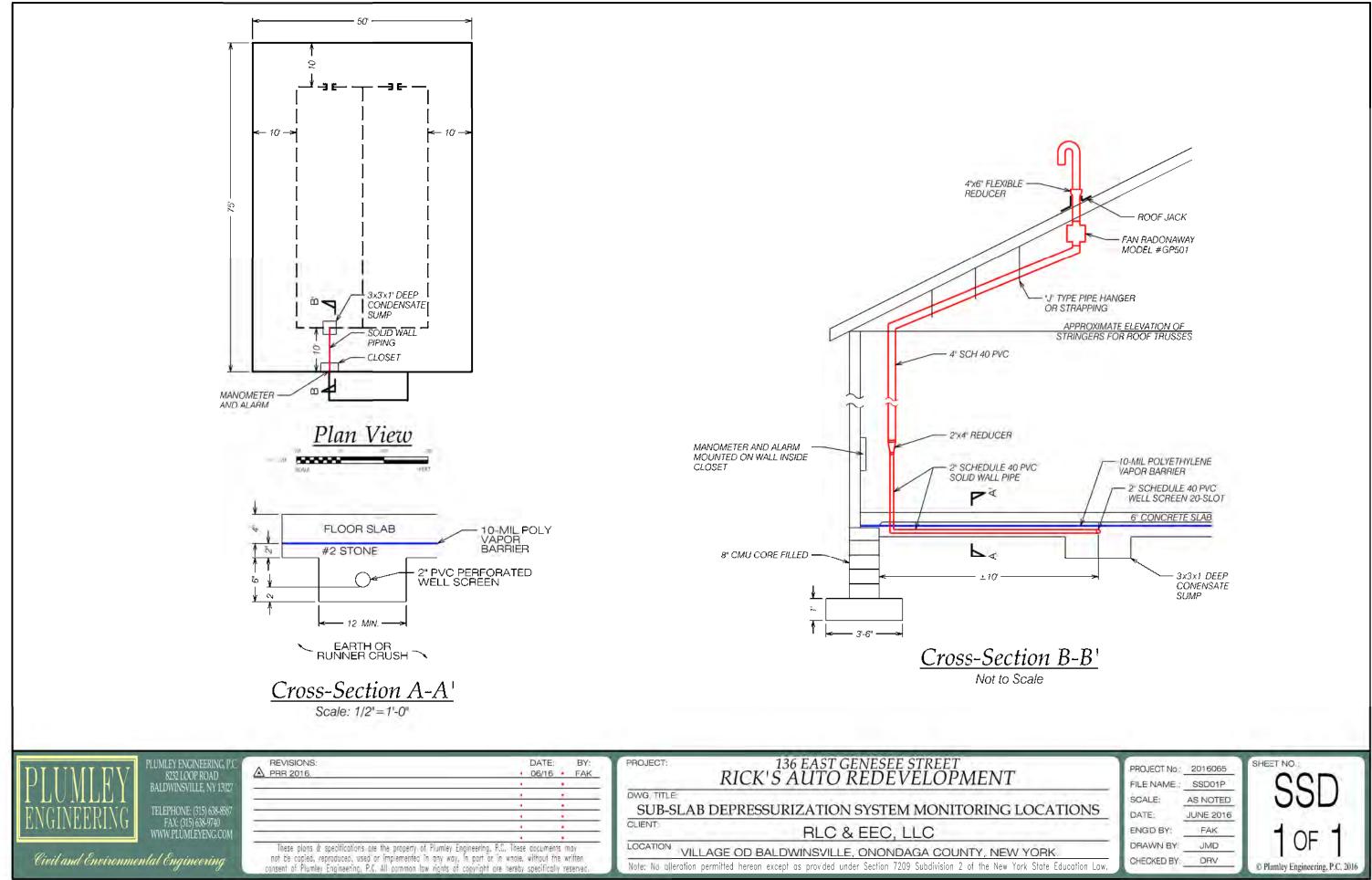


<u>Ke</u>	у
	Property Line (Post Subdivision)
— - R.O.W	Right of Way
nia.	Reputed Owner
MW-4 🔶	Monitoring Wells
MW-3. 🜩	Former Monitoring Well

	Plan View	
	PROJECT No.: 2016065	SHEET NO.:
	FILE NAME.; EV01P SCALE: AS NOTED DATE; JUNE 2016	FIGURE 2
W YORK ork State Education Law.	ENGD BY: FAK DRAWN BY: JMD CHECKED BY: DRV	© Plamley Engineering, P.C. 2016

ATTACHMENTS

SHEET SSD 1 OF 1 SUB-SLAB DEPRESSURIZATION MONITORING LOCATIONS



MAINTENANCE AND INSPECTION LOG

MAINTENANCE AND INSPECTION LOG 136 East Genesee Street, Village of Baldwinsville, Onondaga County, New York

Annual Inspection

Date of Inspection:

Inspection Component		Action	OK ? (check box)		Action Taken if "No"	Inspector	
Inspection	Component	Action	Yes	No	Action Taken II No	Initials	
vaccum gauge	tubing	Check for cracks, punctures, abrasions					
	gauge	In working order? Disconnect tubing, does indicator fall to zero?					
riser pipe		Check for cracks, leaks, seam leaks					
fan		Verify if working, dust build-up, other problems					
discharge point on roof	top of 4-inch diameter stack	Verify rain cap on, no blockage from insects					
	bug screen	Is it there? Properly installed?					
fan speed controller and audible/visible alarm		Check for proper working action by shutting off fan. Does manomater show pressure drop; audible/visible alarm tripped?					

Maintenance

Action Required	Action Taken	Part Replaced	Part #	Comment	Date	Initials

INSTITUTIONAL AND ENGINEERING CONTROLS CERTIFICATION FORM

Enclosure 2 NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Site Management Periodic Review Report Notice Institutional and Engineering Controls Certification Form



	-	Site Details	Box 1	
Site	No.	C734085		
Site	Name	Rick's Auto Redevelopment		
City	/Town: unty: On	ss: 136 & 138 East Genesee Street Zip Code: 13027 Baldwinsville nondaga ge: 4 .9 ±0.7		
Rep	porting F	Period: June 12, 2013 to June 12, 2016		
		January 28, 2016*	YES	NO
1.	Is the i	nformation above correct?		
	If NO,	include handwritten above or on a separate sheet.		
2.	Has so tax ma	ome or all of the site property been sold, subdivided, merged, or undergone ap amendment during this Reporting Period?	a D	X
3.	Has th (see 6	ere been any change of use at the site during this Reporting Period NYCRR 375-1.11(d))?		N)
4.	Have a for or a	any federal, state, and/or local permits (e.g., building, discharge) been issue at the property during this Reporting Period?	ed 🗆	X
	lf you that d	answered YES to questions 2 thru 4, include documentation or evider ocumentation has been previously submitted with this certification fo	nce rm.	
5.	Is the	site currently undergoing development?		X
-	_		Box 2	
			YES	NO
6,	Is the Comm	current site use consistent with the use(s) listed below? nercial and Industrial	X	
7.	Are a	II ICs/ECs in place and functioning as designed?	X	
	1	F THE ANSWER TO EITHER QUESTION 6 OR 7 IS NO, sign and date below DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue	v and	
A	Correct	tive Measures Work Plan must be submitted along with this form to address	s these issues	
	9	1. Soula 61	29/16	
		of Owner, Remedial Party or Designated Representative Da	le	

*A separate report was prepared for the period of June 12, 2012 to January 28, 2016.

Parcel	Owner
00604-28.0	RLC & EEC, LLC

Institutional Control Site Management Plan Ground Water Use Restriction Soil Management Plan

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Number B7-0652-04-01, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes: Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls: The following controls apply to the use of the Controlled Property, run with the land are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, and lessees, and any person using the Controlled Property.

A. The Controlled Property may be used for commercial/industrial use as long as the following long-term engineering controls are employed.

Engineering Controls:

Continuous operation and maintenance of a sub-slab depressurization (SSD) system for all occupied structures on the site. This system shall be installed per design specifications of a qualified contractor to collect soil gas vapors from beneath site structure(s) and vent them above the rooftop.

Institutional Controls:

Groundwater: No groundwater from this site shall be used for human consumption. Pumping and discharge or groundwater to Waters of the State shall not be allowed without appropriate treatment and approval of the governing State, County, or municipal authority.

Site Soils: Disturbance, excavation, or removal of site soils from a depth greater than one foot shall be governed by the Soil Management Plan contained in the final engineering report approved by NYSDEC for this controlled property.

B. The Controlled Property may not be used for a higher level of use such as unrestricted/residential use and the above-stated engineering controls may not be discontinued without amendment or extinguishment of this Environmental Easement.

C. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant to Title 36 to Article 71 of the Environmental Conservation Law.

D. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

E. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this Environmental Easement, the Grantee may revoke the Certification of Completion provided under ECL Article 27, Title 14, or the Satisfactory Completion of Project provided under ECL Article 56, Title 5 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of and of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extentions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing its County tax map number or the Liber and Page or computerized system tracking/identification number and address correspondence to:

Division of Environmental Enforcement Office of General Counsel New York State Department of Environmental Conservation 625 Broadway Albany, New York 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner and her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law. 8. Amendment. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording offer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several. Not Applicable

006.-16-01.0

Jeff & Jeff Properties, LLC

Site Management-Plan Ground Water Use Restriction Seil Management Plan

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Engineering Controls:

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Institutional Controls:

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Site Soils: Disturbance, excavation, or removal of site soils from a depth greater than one foot shall be governed by the Soil Management Plan contained in the final engineering report approved by NYSDEC for this controlled property.

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E. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

 Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:

 Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

 The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this Environmental Easement, the Grantee may revoke the Certification of Completion provided under ECL Article 27, Title 14, or the Satisfactory Completion of Project provided under ECL Article 56, Title 5 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of and of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extentions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing its County tax map number or the Liber and Page or computerized system tracking/identification number and address correspondence to:

Division of Environmental Enforcement Office of General Counsel New York State Department of Environmental Conservation 625 Broadway Albany, New York 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner and her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording offer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

Box 4

Description of Engineering Controls

Parcel 006.-04-28.0

006.-16-01.0

Engineering Control Vapor Mitigation

Vapor Mitigation

Periodic Review Report (PRR) Certification Statements 1. I certify by checking "YES" below that: a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the certification; b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and compete. NO YES X If this site has an IC/EC Plan (or equivalent as required in the Decision Document), for each Institutional or Engineering control listed in Boxes 3 and/or 4, I certify by checking "YES" below that all of the 2. following statements are true: (a) the Institutional Control and/or Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department; (b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment; (c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control; (d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and (e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document. YES NO X IF THE ANSWER TO QUESTION 2 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue. A Corrective Measures Work Plan must be submitted along with this form to address these issues. 2 6 1 Signature of Owner, Remedial Party or Designated Representative Date

Box 5

	IC CERTIFICATIONS SITE NO. C734085	Box 6
SITE OWNER OR I I certify that all information and state statement made herein is punishable Penal Law.	DESIGNATED REPRESENTATIVE ments in Boxes 1,2, and 3 are true e as a Class "A" misdemeanor, pur	I Understand that a late
I Eric Croucher	at136 East Genesee Stree	t, Baldwinsville, NY_13027_, dress
print name am certifying asOwner		(Owner or Remedial Party
for the Site named in the Site Detail	h	6/29/66_ Date

	IC/EC CERTIFICATIONS
	Box 7
	Professional Engineer Signature
certify that all information in Box unishable as a Class "A" misder	xes 4 and 5 are true. I understand that a false statement made herein is meanor, pursuant to Section 210.45 of the Penal Law.
Dale R. Vollmer, P.E.	Plumley Engineering, P.C. 8232 Loop Road, Baldwinsville, New York 13027
print name	print business address
am certifying as a Professional E	(Owner or Remedial Party)