Macedon Films Site
WAYNE COUNTY, NEW YORK

Site Management Plan

NYSDEC Site Number: C859025

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Revisions to Final Approved Site Management Plan:

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1.1 INTRODUCTION

This Site Management Plan is required as an element of the remedial program at the Macedon Films Site (hereinafter referred to as the "site") under the New York State (NYS) Brownfield Cleanup Program (BCP) administered by the New York State Department of Environmental Conservation (NYSDEC). Remedial investigations and actions were conducted at the site in accordance with Brownfield Cleanup Agreement (BCA) Index Number B8-0669-04-06, which was executed in July 2004 by Pactiv Corporation ("Pactiv").[1] A copy of the BCA is attached as Exhibit A.

1.1.1 General

Pactiv entered into the BCA with the NYSDEC to remediate a property known as the Macedon Films site, located at 112 Main Street, Village of Macedon, Wayne County, New York (Site Code # C859025). This BCA required the Remedial Party, Pactiv Corporation, to investigate and remediate contaminated media at the site. On July 20, 2012, the BCA was amended to change the party name from Pactiv Corporation to Pactiv LLC. Berry Plastics Corporation ("Berry") is the current owner of the site and Berry, or successor owners, will implement the Site Management Plan.

In order for Berry to receive the Certificate of Completion that is to be issued following NYSDEC approval of the Final Engineering Report, Pactiv and Berry made an application to NYSDEC dated July 10, 2013, in which they requested that the BCA be amended to add Berry as a Remedial Party. By letter dated July 29, 2013, NYSDEC granted the request, effective as of the date of its letter. On August 6, 2013, Pactiv forwarded a copy of the July 29 letter signed by Pactiv and Berry by which they accepted the amendment to the BCA, which included an update to the contact information for the BCA. A copy of the cover letter and copy of the July 29 NYSDEC letter signed by Pactiv and Berry Plastics are attached as Exhibit B.

[1] Since its entry into the BCA, Pactiv Corporation was converted into Pactiv LLC and it is referred to in this SMP as "Pactiv."

Figures showing the site location and boundaries of the site are provided in Figures 1 and 2. The boundaries of the site are more fully described in the recorded Environmental Easement and ALTA survey, copies of which are included in Appendix A. The survey performed in connection with the Environmental Easement for the site determined the area to be 8.95 acres.

After completion of interim remedial measures, some contamination was left in the subsurface at this site, which is hereafter referred to as "remaining contamination." The areas of remaining contamination are shown in Figure 7 of this SMP, and more particularly, on the ALTA survey (Appendix A). This Site Management Plan ("SMP") was prepared to manage remaining contamination at the site until the Environmental Easement is extinguished in accordance with ECL Article 71, Title 36. All reports associated with the site can be viewed by contacting the NYSDEC or its successor agency managing environmental issues in New York State.

In the Decision Document issued on March 30, 2012, NYSDEC selected No Further Action as the site remedy. Section 7 of the Decision Document specifies that as part of the remedy, there be institutional controls in the form of an Environmental Easement and an SMP. The SMP is to include:

(i) an Excavation Plan which details the provisions for management of future excavations in areas of remaining contamination;

(ii) descriptions of the provisions of the environmental easement including any land use restrictions;

(iii) provisions for maintaining site access controls and procedure for Department notification; and

(iv) details on the steps necessary for the periodic reviews and certification of continued compliance with the institutional controls.

This SMP was prepared by URS Corporation (URS) on behalf of Pactiv in accordance with the requirements in NYSDEC DER-10 **Technical Guidance for Site Investigation and**

Remediation, dated May 2010. This SMP addresses the means for implementing the Institutional Controls (ICs) that are required by the Environmental Easement for this site.

The Decision Document does not require Engineering Controls to protect public health and the environment. Therefore, no Engineering Controls are included in this SMP. This eliminates the need for a Site Monitoring Plan or an Operation and Maintenance Plan.

1.1.2 Purpose

As previously noted, some contamination was left in the subsurface after completion of interim remedial measures. Institutional Controls ("ICs") have been incorporated into the site remedy to control exposure to this remaining contamination during the use of the site to ensure protection of public health and the environment. This SMP provides a detailed description of all procedures required to manage the remaining contamination at the site.

The Environmental Easement granted to the NYSDEC and recorded in the Office of the Wayne County Clerk will require compliance by the site owner with this SMP and all ICs placed on the site. The ICs place restrictions on site use and mandate reporting measures for ICs. This SMP specifies the methods necessary for the site owner to ensure compliance with all the ICs identified by the Environmental Easement for the remaining contamination.

This plan has been approved by the NYSDEC and compliance with this plan by the site owner shall not be impeded by the grantor of the Environmental Easement and the grantor's successors and assigns. This SMP may only be revised with the approval of the NYSDEC.

This SMP provides a detailed description of all procedures required to manage remaining contamination at the site, including the implementation and management of all Institutional Controls and submittal of Periodic Review Reports.

It is important to note that:

- This SMP details the site-specific implementation procedures that are required by the Environmental Easement. Failure to properly implement the SMP is a violation of the Environmental Easement, which is grounds for revocation of the Certificate of Completion (COC).

- Failure to comply with this SMP is also a violation of the BCA (Index Number B8-0669-04-06) for the site.

1.1.3 Revisions

Revisions to this plan will be proposed in writing to the NYSDEC's project manager. In accordance with the Environmental Easement for the site, the NYSDEC will provide a notice of any approved changes to the SMP, and append these notices to the SMP that is retained in its files.

1.2 SITE BACKGROUND

1.2.1 Site Location and Description

The site is located in the Village of Macedon, Town of Macedon, County of Wayne, New York and is identified as Wayne County Tax Map Section 62111, Block 08 Lot 948968. The boundaries of the site are fully described in the Recorded Environmental Easement and ALTA Survey, copies of which are included as Appendix A. The site is bordered by a New York State Barge Canal (Barge Canal) spillway and a Pennsylvania Central railroad spur to the north, New York State Route 31 to the south, New York State Route 350 to the west, and to the east a contiguous manufacturing facility owned by Pliant LLC. Quaker Road and a truck trailer parking area are situated east of this manufacturing complex.

Pactiv acquired the site in 1995 from Mobil Oil Corporation ("Mobil Oil"). Pactiv conveyed the site to Carlisle Plastics LP by deed dated January 30, 2001 and recorded on March 3, 2006 (copy of deed attached as Exhibit C). The BCA notes that at the time of Pactiv's entry into the BCA, the site was occupied by Carlisle Plastics LP. Carlisle Plastics LP filed a name change amendment in Delaware to Tyco Plastics LP on February 9, 2001.

Tyco Plastics LP conveyed the site to Covalence Specialty Materials Corp. by deed dated February 16, 2006 and recorded on March 28, 2006 (copy of deed attached as Exhibit D). Covalence Specialty Materials Corp. (DE) merged into Berry Plastics Holding Corporation (DE) on April 3, 2007 by Certificate of Merger filed in Delaware. Berry Plastics Holding Corporation (DE) filed an amendment in Delaware on December 28, 2007 (effective

date of December 29, 2007) to change its name to Berry Plastics Corporation. The current fee owner of the site remains Berry Plastics Corporation.

Both the Pactiv and Tyco Plastics deeds provide that the site may be used for industrial purposes only and prohibit the use of groundwater beneath the site as drinking water.

An American Land Title Association (ALTA) Survey was performed to delineate the boundaries of the site and it determined the acreage of the site to be 8.95 acres. A copy of the ALTA Survey is provided in Appendix A.

1.2.2 Site History

In the 1920s, the site was developed for vegetable canning operations. Sanborn maps from 1906, 1912, and 1931 show that there were also lumberyards and a creamery previously located on the site.

Polyethylene flexible packaging products were manufactured at the site since the 1950s. Polyethylene resin pellets were processed and extruded to form a film that was subsequently converted into packaging products such as produce bags. Manufacturing operations ceased at the site in July 2004.

Previous investigations have indicated the presence of volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), and metals in soil and groundwater samples collected at various locations throughout the site. However, the data indicated that neither the soil nor the groundwater at the site has been significantly impacted by releases or past operations at the site, and various remedial measures have been completed to address any identified sources of contamination.

Past significant spills/releases by Mobil Oil have been addressed by various remedial actions. During the 1970s, leaking diesel fuel ASTs and gasoline USTs resulted in impacted soils in the area northeast of Building 11. In 1978, contaminated soils were excavated to approximately 10 feet below ground surface (bgs). Then in 1988, approximately 266 tons of impacted soil were excavated and disposed of off-site during removal of seven underground storage tanks (five cosolvent tanks, one methyl alcohol tank, and one hazardous waste storage tank).

In 1982 approximately 5,000 gallons of lacolene were released to the subsurface and the NYS Barge Canal. The product released to the canal was recovered immediately. A multi-phase remediation system was implemented to recover the product released in the subsurface.

Also during the 1980s, approximately 500 gallons of fuel oil from an AST were released by leaking underground piping. Fuel oil was removed from underground lines, and soil surrounding the lines and the former AST containment area was excavated. Fuel oil was also recovered by the multi-phase extraction system.

1.2.3 Geologic Conditions

Previous investigations completed at the site indicate that the overburden at the site generally consists of brown and gray fine- to medium-grained sand with traces of silt and angular gravel above a one- to two-foot thick layer of brown and gray clay. Bedrock at the site generally occurs between eight and 16.5 feet bgs. Groundwater at the site occurs between 5 and 15 feet bgs, and generally flows from the southwest toward the northeast (Figures 3 and 4). Seasonal water level fluctuations in the Barge Canal and spillway affect the localized groundwater flow patterns and water levels beneath the northern portion of the site, but groundwater consistently flows toward the canal spillway in the investigation area.

1.3 SUMMARY OF REMEDIAL INVESTIGATION FINDINGS

Previous investigations completed at the site have been documented in the following reports:

- *Environmental Priority Initiative Preliminary Assessment, Mobil Chemical Company, Macedon Packaging,* USEPA, June 30, 1992.
- *Soil-Gas Survey Building 10 Courtyard Storm Drain No. 93 Area, Mobil Chemical Company, Macedon, New York,* H&A of New York, January 1995.
- *Environmental Audit Tenneco Packaging Specialty Products, Macedon, New York,* CH2M Hill, April 19, 1997.
- *Summary of Environmental Issues and Investigation Plan, Tenneco Packaging Macedon Plant,* IT Corporation, July 1998.

- *Site Assessment and Closure of Two Chemical Bulk Storage Tanks, CBS Registration No. 8-000025, Tenneco Packaging Macedon Facility,* IT Corporation, January 1999.
- *SPDES Investigation Report,* URS, 1999.
- *Soil and Groundwater Investigation for Pactiv Macedon, New York,* URS, 2000.
- *Revised Water Table Maps Soil Gas Survey Former Pactiv Facility Macedon, New York,* URS, 2002a.
- *SWMU Questionnaire for Macedon, NY,* URS, 2002b.
- *Remedial Investigation Report, Macedon Films Site,* URS, 2005.
- *Supplemental Investigation Report, Macedon Films Site,* URS, 2009.
- *Cadmium Contaminated Soil Investigation Letter Report, Macedon Films Site, Pactiv/URS, 2011a.*
- *Cadmium Contaminated Soil Investigation and Excavation Letter Report, Macedon Films Site, Pactiv/URS, 2011b.*

All reports associated with the site can be viewed by contacting the NYSDEC or its successor agency managing environmental issues in New York State.

Based on review of the previous investigation results, there are several areas of the site in which only limited or no impacts were identified. Therefore, with the concurrence of the NYSDEC, no further investigation was conducted during the 2005 Remedial Investigation (RI) in these areas:

- Area near the Building 6A Former Ink Room;
- Erie Canal Spillway;
- Former fuel oil ASTs area near the east side of Building 12;
- Former methyl ethyl alcohol AST north of Building 10;
- Former lube oil drum storage area near the fire tank;
- Former UST area between the fire tank and the cooling tower;
- Former electrical transformer near the east side of the cooling tower;

- Former underground fuel line between Building 10 and Building 12;
- Former MEK ASTs near the west side of Building 34;
- Former gasoline AST east of Building 34; and
- Former glycol AST near Building 1 at the south side of the site.

Based on the results of the previous investigation results and discussions with the NYSDEC, the following (4) areas were the focus of a RI performed in 2005:

- Former gasoline USTs and diesel fuel ASTs area north of Building 11;
- Waste ink tank area north of Building 10;
- Former solvent tank area west of Building 12; and
- Courtyard between Buildings 3, 3B, 7S, 10, and 13.

These four areas are shown on Figure 2. The first three of the four areas are between the main buildings and the canal. These three areas have been impacted by petroleum hydrocarbons and petroleum-related VOCs and SVOCs. The courtyard was included in the 2005 RI because only limited investigation work was previously conducted in the courtyard. The rationale for further investigation in these four areas is summarized below.

Former Gasoline USTs and Diesel Fuel ASTs Area

The potential for localized groundwater impacts downgradient of the former gasoline USTs and diesel fuel ASTs area could not be fully evaluated with the previous monitoring well network. However, groundwater impacts due to the former tanks did not appear to be widespread based on previous groundwater sampling results from well MMW-5, which is approximately 550 feet east of the former gasoline USTs and diesel fuel ASTs area. The 2005 RI activities included the collection of additional groundwater samples at and downgradient of the former gasoline USTs and diesel ASTs area.

Waste Ink Tank Area

The only detection of PCE in soil at the site was in the waste ink tank area. The extent of PCE impacts appeared to be limited to boring MSB-4 based on the soil gas survey conducted in 2002. The potential for localized groundwater impacts downgradient of the

waste ink tank area could not be fully evaluated with the previous monitoring well network. However, groundwater impacts due to the waste ink tank did not appear to be widespread based on previous groundwater sampling results from well MMW-5, which is approximately 450 feet east of the waste ink tank area. The 2005 RI activities included the collection of additional soil samples at the waste ink tank area and installation of a well (MMW-6) downgradient of the waste ink tank area.

Former Solvent Tank Area

The potential for localized groundwater impacts downgradient of the former solvent tank area could not be fully evaluated with the previous monitoring well network. However, groundwater impacts due to the former solvent tank did not appear to be widespread based on previous groundwater sampling results from well MMW-5, which is approximately 450 feet east of the former solvent tank area. The 2005 RI activities included the collection of additional groundwater samples at and downgradient of the former solvent tank area.

Courtyard

The potential for groundwater impacts beneath the courtyard area could not be evaluated with the previous monitoring well network. Therefore, the 2005 RI activities included the installation of a monitoring well (MMW-7) within the courtyard. The installation of a monitoring well in the courtyard also provided another groundwater elevation monitoring point that would help further evaluate the relationship between the canal water levels to the groundwater levels beneath the site buildings.

The Remedial Investigation was performed to characterize the nature and extent of contamination at the site. The results of the RI are described in detail in the *Remedial Investigation Report (URS, 2005).*

The RI involved drilling, installation of groundwater monitoring wells, and sampling and analysis of soil and groundwater. Boring logs and well construction diagrams are presented in Appendix B. The RI report characterized site hydrogeology, which is summarized below:

- The overburden encountered at the site consists of brown and gray fine- to medium

grained sand with traces of silt and angular gravel above a one- to two-foot thick layer of brown and gray clay.

- Bedrock was generally encountered at the site between eight and 16.5 feet below ground surface (bgs). However, the boring for well MMW-6, east of the cooling tower, was advanced to a total depth of 27 feet bgs and bedrock was not encountered.
- Groundwater flow beneath the site is generally from the southwest toward the northeast.
- Seasonal water level fluctuations in the adjacent canal and spillway affect the groundwater flow patterns beneath the site. During the navigation season, between late May and October, the water level in the canal west of the weir near Building 12 is higher than the groundwater level at the site. Therefore, water flows from the canal toward the site west of the weir. When the water level in the canal is low during the non-navigation season, groundwater flows toward the canal west of the weir.

The RI report established the nature and extent of site contamination, which is summarized below:

Soil Quality

- Following the 2005 RI, sufficient data has been collected to evaluate the soil quality at the site. The data indicates that the soil quality has not been significantly impacted by historical releases or activities at the Macedon Films Site. Most of the soil impacts are petroleum related and are along the north side of the site between the buildings and the Erie Canal spillway.
- Mobil Oil has removed petroleum contaminated soil to address historical releases associated with the former gasoline USTs and former diesel fuel ASTs, the former solvent tank, and the waste ink tank areas. In addition, Mobil Oil formerly operated a multi-phase recovery system in the former solvent tank area.
- The compounds detected in soil at concentrations that exceed soil SCGs include

BTEX, PCE, PAHs, phenols, cadmium, chromium, mercury, and selenium. The maximum detected concentration for these compounds was within one or two orders of magnitude of their respective SCGs. The number of exceedances for most of these compounds was limited to one or two samples.

- The extent of PCE in soil at the waste ink tank area is limited to one soil sample collected in 1999. This one PCE detection in soil cannot be attributed to an onsite source. PCE was not detected in any other soil samples collected from the site. PCE has not been detected in any of the soil gas or groundwater samples collected from the site. The potential for exposure to PCE in soil in the waste ink tank area is minimal because this area of the site is paved.
- The extent of mercury in soil is limited to one sample location in 1996 that is west of the former ink room in Building 6A near the front side of the site. Mercury was not detected at concentrations that exceeded its SCG in the soil samples collected from this area of the site in 1999. Therefore, the extent of mercury in soil west of the former ink room is limited in areal extent.

Groundwater Quality

- Following the 2005 RI, sufficient data has been collected to evaluate the groundwater quality and flow direction at the site. The data indicates that the groundwater quality has not been significantly impacted by historical releases or activities at the Macedon Films Site. Furthermore, the 2005 RI data indicates that the concentrations of petroleum-related compounds previously detected in groundwater have decreased over time and metals have not impacted groundwater at the site.
- Previous groundwater investigations at the site near the former gasoline USTs and diesel fuel ASTs and former solvent tank areas indicated impacts by petroleum-related VOCs and SVOCs. The only VOCs detected in 2005 groundwater samples that exceeded their groundwater standards were limited to n-propylbenzene and 1,2,4-trimethylbenzene in well MMW-3 and chloroform in well MMW-6. The only SVOC detected in 2005 groundwater samples that exceeded its groundwater

standard was bis(2-ethylhexyl) phthalate in upgradient piezometer MP-1.

- Groundwater is not used for water supply at or near the site. URS was unable to confirm the presence of any water supply wells at or near the site. A municipal water supply is provided by the Monroe County Water Authority, and this supply, derived from Lake Ontario, is not affected by remaining contamination at the site.

1.4 SUMMARY OF REMEDIAL ACTIONS

Following identification, remedial actions were taken to address site contamination. Remedial actions taken at the site included the closure and removal of underground and above ground storage tanks, excavation and off-site disposal of soil contamination, operation of groundwater recovery wells, and the operation of a multiphase extraction system.

In 2009, a Supplemental Remedial Investigation ("RI") (URS, 2009) was completed to evaluate contamination remaining at the site following these remedial actions. The RI identified one area of cadmium soil contamination that remained a threat to human health given industrial land use. This soil was remediated as an interim remedial measure in 2011.

1.4.1 Supplemental Investigation

One (1) surface soil sample collected in the "courtyard area" during the Supplemental RI (URS, 2009) contained cadmium in excess of its NYSDEC Part 375 Industrial Soil Cleanup Objective (SCO). In November 2010, the NYSDEC requested that this sample location and adjacent soils be excavated and removed. This excavation was undertaken in January 2011 (Pactiv/URS, 2011a). However, cadmium was detected at a concentration exceeding the industrial soil cleanup objective (60 mg/kg) in one confirmation soil sample, SS-4- C4.

In June 2011, additional shallow soil sampling was performed in the courtyard area to further delineate cadmium contamination identified in sample SS-4-C4. A URS geologist collected 15 surface soil samples (0 to 6 inches bgs) and 3 subsurface samples (6 to 12 inches bgs). Sample locations were arranged in a grid with a spacing of approximately 2-feet.

Cadmium concentrations in surface soil samples ranged from 27.9 to 623 mg/kg. Cadmium was detected at concentrations exceeding the restricted use industrial soil cleanup

objective (60 mg/kg) in 11 of 15 surface soil samples. Cadmium concentrations in the shallow subsurface soil samples (6-12 inches) ranged from 10.3 to 17.9 mg/kg, falling below the SCO.

Based on these sampling results, an interim remedial measure was implemented to remove shallow cadmium contaminated soil from the courtyard area (Pactiv/URS, 2011b). On July 11, 2011, URS completed the hand excavation of 3.2 cubic yards of soil. The soil was excavated to a depth of approximately 6 inches bgs over an area of approximately 220 square feet. Confirmation soil sampling was performed to demonstrate complete removal of cadmium contaminated soil to below the industrial soil cleanup objective. URS collected four confirmation soil samples from locations near each corner of the excavation area. The confirmation samples were submitted to Columbia Analytical Services (CAS) in Rochester, New York, for analysis of cadmium by USEPA method 6010C. Laboratory results indicate that all confirmation soil sample results were below the industrial soil cleanup objective.

Excavated soil was placed in 55-gallon open-top steel drums. URS collected a composite soil sample from the drums for waste characterization. The sample was submitted to CAS' laboratory for analysis of toxicity characteristic leaching procedure (TCLP) RCRA metals. The analysis indicated that the excavated soil contained leachable cadmium requiring disposal of the soil at a facility permitted to accept hazardous waste. The soils were removed from the site on November 9, 2011, and transported under hazardous waste manifest to the RINECO waste management facility located in Benton, Arkansas. A letter report documenting the removal of cadmium contaminated soil (Pactiv/URS, 2011b) was submitted to the NYSDEC in September 2011.

1.4.2 Remaining Contamination

Soil

Analytical results for compounds present in soil at the site are summarized in Table 1. Data are compared to the following cleanup objectives listed in Title 6 of the New York Codes, Rules and Regulations (NYCRR), Subpart 375-6.8:

- Table 375-6.8(a) — Unrestricted Use Soil Cleanup Objectives, and
- Table 375-6.8(b) — Restricted Use Soil Cleanup Objectives — Protection of

Public Health, Industrial Use.

The following bullets summarize the data in comparison to the cleanup objectives:

- Various VOCs were detected at five (5) sampling points (MA-8A, MSB-01, MSB02, MSB-03 and MSB-08) at concentrations exceeding their unrestricted use criteria. No VOCs were detected at concentrations exceeding the industrial restricted use SCOs. The VOCs exceeding the unrestricted SCOs included benzene; toluene; ethylbenzene; xylenes; 1,2,4-trimethylbenzene; 1,3,5-trimethylbenze; and acetone. Acetone, detected at 57 micrograms per kilogram (ug/kg) at sampling point MSB-08 (6-8 feet bgs), is believed to be present due to laboratory contamination.

- Tetrachloroethene (PCE) was detected at a concentration of 730,000 ug/kg at sampling point MSB-04 (4-6 feet bgs) collected on October 20, 1999. This concentration exceeds both the unrestricted use objective of 1,300 ug/kg and the industrial restricted use objective of 300,000 ug/kg. To evaluate potential PCE contamination in this area, the following actions were taken:

  - In 2002, a soil gas survey was conducted in the area of the waste ink tank to evaluate the extent of the PCE detected at boring MSB-4. Five soil gas samples (SG-1 through SG-5), including one duplicate sample from location SG-4, were collected from four locations at a depth of 5 feet bgs surrounding boring MSB-4. There were no detections of PCE in any of the soil gas samples (URS, 2002a).
  - In February 2005, an additional soil boring (MSB-08) was completed at the MSB-04 location to confirm the presence of PCE detected in 1999. However, PCE was not detected in either of the two soil samples collected from MSB-08 at the 4-6 and 6-8 feet bgs intervals.
  - PCE was not detected in soil gas or soil samples collected from the immediate vicinity of MSB-04. Additionally, PCE has never been detected in groundwater samples collected from the site wells. Therefore, the PCE detected in MSB-04 is considered to be anomalous, not

representative of site conditions, and is not considered a concern.

- Phenol, a SVOC, was detected at a concentration of 1,100 ug/kg at sampling point MSB-01 (8-10 feet bgs). This concentration exceeds the unrestricted use objective of 330 ug/kg, but does not exceed the industrial restricted use objective of 1,000,000 ug/kg.

- Metals were detected at two (2) sampling points [MA-7A (lead and silver) and MA20 (mercury)] at concentrations exceeding their unrestricted use SCO, but not their industrial restricted use criteria.

  Cadmium, detected above the industrial restricted use criteria (60 mg/kg) in the Courtyard Area, was excavated and disposed of off-site at a permitted disposal facility. The maximum cadmium concentration detected in the confirmation soil samples, and in sample locations that were not removed during the excavation, is 47.6 mg/kg. The confirmation soil sampling documents that the soil excavation in the courtyard area completed as part of an IRM was effective at removing cadmium contaminated soil at concentrations exceeding the industrial use SCOs. The unrestricted use criterion is 2.5 mg/kg or rural background, whatever is greater. All but one (1) sample (CONF-3-SW) collected in the courtyard area contained greater than 2.5 mg/kg of cadmium.

The soil from the remaining sampling points did not contain compounds at concentrations exceeding 6 NYCRR Subpart 375-6.8 unrestricted or restricted industrial use criteria.

Figure 5 shows the soil sampling points in relation to the site features, and reveals that the sampling points with VOC exceedances are located between Buildings 10, 11 and 12 and within the former solvent, waste ink, gasoline and diesel tank areas. Figure 5 also shows that sampling point SS-04(metals exceedances) was located in a courtyard between Building 14A and Building 13H. The area of soil removal is indicated with a hatched pattern within the courtyard area on Figure 5.

Groundwater

The *Environmental Audit Tenneco Packaging Specialty Products, Macedon, New York* (CH2M, April 1997) and *Site Assessment and Closure of Two Chemical Bulk Storage Tanks, CBS Registration No. 8-000025, Tenneco Packaging Macedon Facility* (IT, January 1999) reports describe the results of groundwater screening completed by collecting groundwater samples from temporary groundwater wells. In these samples, metals in the aquifer upgradient and downgradient of the site facility, were detected at similar concentrations. VOCs and SVOCs were detected in the aquifer downgradient of the site facility; near Buildings 10, 11 and 12, and within the former solvent, waste ink, gasoline, and diesel tank areas.

The results of the screening study prompted further investigations using permanent monitoring wells. These investigations are documented in the *Soil and Groundwater Investigation* letter report (URS, 2000), *Remedial Investigation Report* (URS, 2005) and *Supplemental Investigation Report* (URS, 2009). The data presented in these reports was used to generate Table 2, which presents a summary of analytes detected in groundwater collected at the site since 1999, and compares these data to NYSDEC Technical & Operational Guidance Series (TOGS) (1.1.1), Ambient Water Quality Standards and Guidance Values and Groundwater Effluent Limitations, Class GA.

Groundwater samples from 10 monitoring wells (MMW-1 through MMW-10) and one piezometer (MP-1), shown on Figure 6, were analyzed for VOCs, SVOCs, polychlorinated biphenyls, metals and dissolved metals. Table 2 shows that no compounds were detected above their TOGS criteria in the groundwater collected from these wells in the most recent sample collected at each location. In summary:

- VOCs were detected in groundwater from monitoring well MMW-03, at concentrations exceeding their TOGS criteria, during the 11/1/1999, 3/13/2000 and 4/6/2005 monitoring events. However, during the last three monitoring events at this well (6/1/2005, 7/23/2008, and 2/11/2009), no VOCs were detected at concentrations exceeding their TOGS criteria.
- VOCs were detected in groundwater from monitoring wells MMW-06, MMW-09 and MMW-10, at concentrations exceeding their TOGS criteria, during the 7/23-

24/2008 monitoring event. However, during the last monitoring event at these wells (2/11-12/2009), no VOCs were detected at concentrations exceeding their TOGS criteria.

- SVOCs were detected in groundwater from monitoring wells MMW-02, MMW-04, MMW-05 and MP-01, at concentration exceeding their TOGS criteria, during the 1999-2000 monitoring events. However, during subsequent monitoring events at these wells, no SVOCs were detected at concentrations exceeding their TOGS criteria.

The groundwater from the remaining monitoring wells did not contain compounds at concentrations exceeding TOGS criteria.

Figure 6 shows the monitoring wells in relation to the site features, and depicts the groundwater flow direction at that site.

Soil Contamination In Relation To Groundwater Contamination

The data presented in the *Supplemental Investigation Report* (URS, 2009) show that the groundwater in wells immediately downgradient of former tank areas (MMW-02, MMW-03 and MMW-04) does not contain compounds at concentrations exceeding their TOGS criteria. These wells are screened at the same depths that the soil samples with VOC exceedances were collected, suggesting that any residual soil contamination in the former tank areas is not impacting the quality of adjoining groundwater.

The *Supplemental Investigation Report* (URS, 2009) also shows that the groundwater in the monitoring well near sampling point SS-04 (MMW-07), located within the courtyard area, does not contain compounds at concentrations exceeding their TOGS criteria, suggesting that the soil contamination in this area is not impacting the quality of adjoining groundwater.

The monitoring well network at the site was decommissioned in August 2012 in general accordance with NYSDEC's CP-43: *Groundwater Monitoring Well Decommissioning Policy* and copies of the documentation associated with the well decommissioning are attached in Appendix B.

2.0 INSTITUTIONAL CONTROL PLAN

2.1 INTRODUCTION

2.1.1 General

Since remaining contamination exists in certain identified areas at the site, Institutional Controls ("ICs") are required to protect human health and the environment. This IC Plan describes the procedures for the implementation and management of all ICs at the site. The IC Plan is one component of the SMP and is subject to revision by NYSDEC.

2.1.2 Purpose

This plan provides:

- A description of all ICs on the site;
- A description of the key components of the ICs set forth in the Environmental Easement;
- A provision for implementing an Excavation Work Plan (EWP), which describes the proper handling of remaining contamination that may be disturbed during intrusive work and developing a Health and Safety Plan (HASP), and a Community Air Monitoring Plan (CAMP) during the performance of intrusive work in those areas on the site identified in the attached Figure 7 and more particularly, on the ALTA survey attached as Appendix A; and
- Any other provisions necessary to identify or establish methods for implementing the ICs required by the site remedy.

2.2 ENGINEERING CONTROLS

The Decision Document does not require Engineering Controls to protect public health and the environment. Therefore, no Engineering Controls are included in this SMP. With no Engineering Controls, a Site Monitoring Plan and an Operation and Maintenance Plan are not necessary and are not included in this SMP.

2.3 INSTITUTIONAL CONTROLS

The Decision Document requires the imposition of an institutional control in the form of an Environmental Easement along with an existing deed restriction for the site that:

a) requires the remedial party or site owner to complete and submit to the Department a periodic certification of institutional controls in accordance with Part 375-1.8 (h)(3);

b) allows the use and development of the site for industrial use as defined by Part 375-1.8(g), although land use is subject to local zoning laws;

c) prohibits agriculture or vegetable gardens on the site; and

d) requires compliance with the Department approved Site Management Plan.

The Environmental Easement that was recorded in the Wayne County Clerk's Office on October 18, 2013 as Instrument No. R9155974 with original survey map filed as M030576 provides for the foregoing Institutional Controls. Adherence to these Institutional Controls on the site is required by the Environmental Easement and will be implemented under this SMP by the site owner. These Institutional Controls are binding on the site owner and its successors and assigns.

Institutional Controls identified in the Environmental Easement may not be discontinued without an amendment to or extinguishment of the Environmental Easement.

2.3.1 Excavation Work Plan

The site has been remediated for industrial use. Figure 7, and more particularly the ALTA survey (Appendix A), show three areas where some soil contamination exceeding the unrestricted use cleanup criteria remains in place, referred to in this SMP as the "remaining contamination." Any future intrusive work within these areas will be performed in compliance with the Excavation Work Plan (EWP) that is attached as Appendix C to this SMP.

Any work conducted pursuant to the EWP must also be conducted in accordance with the procedures defined in a Health and Safety Plan (HASP) and Community Air Monitoring Plan (CAMP) prepared for the site. Requirements for developing a HASP in compliance with

DER-10, and 29 CFR 1910, 29 CFR 1926, and other applicable Federal, State and local regulations is attached as Appendix D to this SMP and a copy of the standard NYSDEC CAMP is contained in Appendix E.

The actual HASP and CAMP to be submitted with the notification provided in Section C-1 of the EWP shall reflect any future changes to State and federal health and safety requirements, and specific methods employed by future contractors. Any intrusive work within the identified areas of remaining contamination will be performed in compliance with the EWP and work-specific HASP and CAMP.

2.4 INSPECTIONS AND NOTIFICATION

2.4.1 Inspections

A comprehensive site-wide inspection will be conducted annually by the site owner, regardless of the frequency of the Periodic Review Report. The inspections will determine and document the following:

- If the institutional controls continue to be protective of human health and the environment;
- Compliance with requirements of this SMP and the Environmental Easement; and
- If site records are complete and up to date.

The reporting requirements are outlined in the Periodic Review Reporting section of this plan (Section 3.3).

2.4.2 Notifications

Notifications will be submitted by the site owner to the NYSDEC as needed for the following reasons:

- A 60-day advance notice will be submitted by the site owner to the NYSDEC as needed for any proposed changes in site use in accordance with 6 NYCRR Part 375 and the Environmental Conservation Law.
- A 7-day advance notice to the NYSDEC of any proposed intrusive work covered by the EWP.

Any change in the ownership of the site or the responsibility for implementing this SMP will include the following notifications:

- At least 60 days prior to the change, the NYSDEC will be notified in writing of the proposed change. This will include a certification that the prospective purchaser has been provided a copy of the BCA and the Environmental Easement.
- Within 15 days after the transfer of all or part of the site, the new owner's name, contact representative, and contact information will be confirmed in writing.

2.5 CONTINGENCY PLAN

The selected remedy consists of implementing ICs specified in the Environmental Easement. There is little possibility of any environmentally related situation or unplanned occurrence related to the remaining contamination. If an unplanned occurrence that is related to environmental or safety issues associated with the remaining contamination were to arise during onsite activities related to the SMP, prompt contact should be made to appropriate emergency response personnel and appropriate project personnel. Emergency contact numbers are listed on Table 3 below. This list will be posted prominently at the site during onsite activities and made readily available to all personnel at all times.

Table 3: Emergency Telephone Numbers and Contact Information for Key Personnel

Name	Affiliation	Address	Phone/Fax/Email	Function
Nick Damico	Berry Plastics	200 East Main Street Macedon, NY 14502	315.986.6298 nickdamico@berryplastics.com	Plant Manager
Nicole McCool	Berry Plastics	200 East Main Street Macedon, NY 14502	315.986.6033 nicolemccool@berryplastics.com	Environmental Manager
Humberto Castilla	Berry Plastics	101 Oakley Street Evansville, IN 47710	812.306.2454 humbertocastilla@berryplastics.com	EH&S Director
Josh Haugh	NYSDEC	625 Broadway Albany, New York 12233-7017	518.402.9814 joshua.haugh@dec.ny.gov	NYSDEC Project Manager

- Contact numbers are subject to change and should be updated as necessary.

Name	Phone
Medical, Fire, and Police:	911
One Call Center:	(800) 272-4480 (3 day notice required for utility markout)
Poison Control Center:	(800) 222-1222
Pollution Toxic Chemical Oil Spills:	(800) 424-8802
NYSDEC Spills Hotline:	(800) 457-7362
Rochester General Hospital:	(585) 922-4000

The directions to the nearest hospital facility are shown on Figure 8. Information regarding this facility is presented below:

Site Location: 112 East Main Street, Macedon, New York

Nearest Hospital: Rochester General Hospital

Hospital Location: 1425 Portland Avenue, Rochester, New York.

Hospital Phone No.: 585-922-4000

Directions to Hospital:

1) Head southwest on NY-31 West (West Main Street) toward Erie Street North. Go 9.6 miles.
2) Take the ramp onto I-490 West. Go 5.6 miles.
3) Take Exit 21 for NY-590 North. Go 0.1 miles.
4) Keep right at fork, follow signed for I-590 South and merge onto I-590 North. Go 3.8 miles.
5) Take Exit 10A to merge onto NY-104 West. Go 1.4 miles.
6) Take the exit toward Goodman Street/Portland Avenue. Go 0.1 miles.
7) Merge onto NY-104 Service Road West. Go 0.6 miles.
8) Turn left onto County Road 114/Portland Avenue. The hospital will be on the right. Go 0.2 miles.

Total Distance: 21.4 miles

Total estimated Time: 27 minutes

As appropriate, the fire department and other emergency response group will be notified immediately by telephone of the emergency. The emergency telephone number list is found at the beginning of this Contingency Plan (Table 3). The list will also be posted prominently at the site and made readily available to all personnel at all times.

3.0 INSPECTIONS, REPORTING AND CERTIFICATIONS

3.1 SITE INSPECTIONS

3.1.1 Inspection Frequency

A site-wide inspection will be conducted annually.

3.1.2 Inspection Forms

A general site-wide inspection form will be completed during the site-wide inspection (see Appendix F). This form is subject to NYSDEC revision.

All applicable inspection forms and other records generated for the site during the reporting period will be provided in electronic format in the Periodic Review Report.

3.1.3 Evaluation of Records and Reporting

The results of the inspection will be evaluated as part of the IC certification to confirm that the:

- ICs are in place, are performing properly, and remain effective;
- The site remedy continues to be protective of public health and the environment and is performing as designed in the RAWP and FER

3.2 CERTIFICATION OF INSTITUTIONAL CONTROLS

The person completing the Annual Certification on behalf of the site owner must certify that all of the following statements are true:

- The inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3);
- The institutional controls employed at this site:

  (i) are in-place;

  (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the

NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such controls to protect the public health and environment; unchanged from the date the control was put in place, or last approved by the NYSDEC;

- Nothing has occurred that would constitute a violation or failure to comply with the site management plan for this control;
- 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;
- Use of the site is compliant with the environmental easement;
- the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- to the best of his/her 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;
- The information presented in the report is accurate and complete; and .
- All information and statements in the certification form are true and that if a false statement is made, it is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

The signed certifications will be included in the Periodic Review Report described below for the applicable reporting period. The initial annual certification will be done for calendar year 2013 and each annual certification shall be prepared within sixty (60) days after the end of the previous calendar year.

3.3 PERIODIC REVIEW REPORT

A Periodic Review Report will be submitted to the NYSDEC by the site owner beginning 18 months after the date of issuance of the Certificate of Completion and then once every three years thereafter. In the event that the site is subdivided into separate parcels with

different ownership, a single Periodic Review Report will be prepared that addresses the site described in the recorded Environmental Easement, a copy of which is provided in Appendix A. The report will be prepared in accordance with NYSDEC DER-10 and submitted within 45 days of the end of each certification period.

The report will include:

- Identification, assessment and certification of all ICs required by the remedy for the site;
- Results of the required annual site inspections;
- All applicable inspection forms and other records generated for the site during the reporting period in electronic format; and
- Any recommendations regarding any necessary changes to the remedy identified in the Decision Document.

The Periodic Review Report will be submitted, in hard-copy format, to the NYSDEC Central Office and Regional Office in which the site is located, and in electronic format to NYSDEC Central Office, Regional Office and the NYSDOH Bureau of Environmental Exposure Investigation.

According to DER-10, the site owner may certify the periodic review report because the certification for this site relates solely to land or groundwater restrictions (i.e. there are no engineering controls and/or monitoring)

3.4 CORRECTIVE MEASURES PLAN

If the periodic certification cannot be provided due to the failure of an institutional control, a corrective measures plan will be submitted by the site owner to the NYSDEC for approval. This plan will explain the failure and provide the details and schedule for performing work necessary to correct the failure. Unless an emergency condition exists, no work will be performed pursuant to the corrective measures plan until it is approved by the NYSDEC.

4.0 REFERENCES

CH2M Hill, 1997. *Environmental Audit Tenneco Packaging Specialty Products, Macedon, New York,* April.

Haley & Aldrich of New York, 1995. *Soil-Gas Survey Building 10 Courtyard Storm Drain No. 93 Area, Mobil Chemical Company, Macedon, New York,* January.

International Technology Corporation, 1999. *Site Assessment and Closure of Two Chemical Bulk Storage Tanks, CBS Registration No. 8-000025, Tenneco Packaging Macedon Facility,* January.

IT Corporation, 1998. *Summary of Environmental Issues and Investigation Plan, Tenneco Packaging Macedon Plant,* July.

Pactiv/URS, 2011a. *Cadmium Contaminated Soil Investigation at Macedon Films Site, Brownfield Cleanup Program #B8-0669-04-06, Site I.D.* C859025. Letter from Mr. Marcus Merriman (Pactiv Corporation) to Mr. Jason Pelton (NYSDEC), February.

Pactiv/URS, 2011b. *Cadmium Contaminated Soil Investigation and Excavation at the Macedon Films Site, Brownfield Cleanup Program #B8-0669-04-06, Site I.D.* C859025. Letter from Mr. Marcus Merriman (Pactiv Corporation) to Mr. Jason Pelton (NYSDEC), September.

Wayne County, January 2001. *Bargain and Sale Deed with Covenant Against Grantor's Acts (Macedon)* between Pactiv Corporation and Carlisle Plastics, L.P.

United States Environmental Protection Agency (USEPA), 1992. *Environmental Priority Initiative Preliminary Assessment, Mobil Chemical Company, Macedon Packaging,* June.

URS Corporation (URS), 1999. *SPDES Investigation Report,* August.

URS, 2000. *Soil and Groundwater Investigation for Pactiv Macedon, New York,* August.

URS, 2002a. *Revised Water Table Maps Soil Gas Survey Former Pactiv Facility Macedon, New York,* September.

URS, 2002b. *SWMU Questionnaire for Macedon, NY,* October.

URS, 2005. *Remedial Investigation Report* for the Pactiv Corporation-Macedon Films Site, November.

URS, 2009. *Supplemental Investigation Report* for the Pactiv Corporation-Macedon Films Site, June.

TABLES

TABLE 1
SUMMARY OF DETECTED ANALYTES IN SOIL
MACEDON FILM SITE

Location I.D.				MA-4A	MA-4B	MA-5	MA-6A	MA-6B	MA-7A	MA-7A	MA-7B	MA-8A	MA-8A	MA-8B	MA-10	MA-14	MA-15A	MA-15B	MA-16A	MA-16B	MA-17	MA-18	MA-19	MA-20	GP-1	GP-2	MP-1	MSB-01	MSB-02	MSB-03
Sample I.D.				MA-4A	MA-4B	MA-5-2	MA-6A-2	MA-6B-2	MA-7A-1	MA-7A-3	MA-7B-2	MA-8A-2	MA-8A-3	MA-8B-2	MA-10-1	MA-14-2	MA-15A-2	MA-15B-2	MA-16A-2	MA-16B-2	MA-17-2	MA-18-2	MA-19-2	MA-20-2	GP-1	GP-2	MP-1 (4'-5')	MSB-1 (8'-10')	MSB-2 (8'-10')	MSB-3 (8'-10')
Depth Interval (ft)				4.0-5.1	4.8-5.7	5.0-6.0	6.0-7.0	7.0-8.0	0.4-1.0	4.0-4.8	6.4-7.1	6.5-7.1	8.0-9.0	6.0-6.8	2.0-2.7	1.0-1.2	2.0-2.5	1.5-2.0	1.0-2.0	1.0-2.0	2.5-3.0	4.6-5.6	8.0-9.0	4.1-5.0	10.0-12.0	10.0-12.0	4.0-5.0	8.0-10.0	8.0-10.0	8.0-10.0
Date Sampled		Criteria		10/29/96	10/29/96	10/28/96	10/29/96	10/29/96	10/29/96	10/29/96	10/30/96	10/29/96	10/29/96	10/29/96	10/29/96	10/29/96	10/31/96	10/31/96	10/29/96	10/29/96	10/30/96	10/30/96	10/30/96	10/31/96	11/16/98	11/16/98	10/22/99	10/25/99	10/25/99	10/21/99
Parameter	Units	IND	UNR																											
Volatile Organic Compounds																														
1,2,4-Trimethylbenzene	UG/KG	380000	3600	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	7800	31000	1400 J
1,3,5-Trimethylbenzene (Mesitylene)	UG/KG	380000	8400	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	3100	9300	ND
2-Hexanone	UG/KG	-	-	ND	ND	ND	ND	ND	9	ND	ND	ND	ND	ND	ND	NA	ND	ND	ND	ND	ND	NA	ND	ND	NA	NA	NA	ND	ND	ND
4-Isopropyltoluene (p-Cymene)	UG/KG	-	-	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	340 J	1900	ND
Acetone	UG/KG	1000000	50	ND	ND	25	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	ND	ND	ND	NA	ND	35	35	NA	NA	ND	ND	ND
Benzene	UG/KG	89000	60	ND	ND	ND	ND	ND	ND	ND	ND	ND	820	ND	ND	NA	ND	ND	ND	ND	ND	NA	ND	ND	NA	NA	NA	ND	170 J	ND
Chloroform	UG/KG	700000	370	ND	7.2	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	ND	ND	ND	NA	ND	ND	NA	NA	NA	ND	ND	ND
Ethylbenzene	UG/KG	780000	1000	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	ND	ND	ND	NA	ND	ND	NA	NA	NA	900	7700	2100 J
Isopropylbenzene (Cumene)	UG/KG	-	-	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	220 J	1000	ND
Naphthalene	UG/KG	1000000	12000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1400	6300	1700 J
n-Propylbenzene	UG/KG	1000000	3900	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	930	3100	ND
sec-Butylbenzene	UG/KG	1000000	11000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	370 J	1600	ND
Tetrachloroethene	UG/KG	300000	1300	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	ND	ND	ND	NA	ND	ND	NA	NA	NA	ND	ND	ND
Toluene	UG/KG	1000000	700	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	ND	ND	ND	NA	ND	ND	NA	NA	NA	190 J	ND	110000
m&p-Xylene	UG/KG	-	-	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	ND	ND	ND	NA	ND	ND	NA	NA	NA	1800	25000	4000
o-Xylene	UG/KG	-	-	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	ND	ND	ND	NA	ND	ND	NA	NA	NA	ND	220 J	790 J
Xylene (total)	UG/KG	1000000	260	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1800	25220	4790
Semivolatile Organic Compounds																														
2-Methylnaphthalene	UG/KG	-	-	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	NA	NA	NA	8500	22000	11000
Acenaphthene	UG/KG	1000000	20000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	ND	ND	1200 J
Acenaphthylene	UG/KG	1000000	100000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	ND	ND	ND
Anthracene	UG/KG	1000000	100000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	212	68 J	NA	ND	ND	910 J
Benzo(a)anthracene	UG/KG	11000	1000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	670	NA	NA	ND	ND	511	ND	NA	ND	ND	ND
Benzo(a)pyrene	UG/KG	1100	1000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	550	NA	NA	ND	ND	561	ND	NA	ND	ND	ND
Benzo(b)fluoranthene	UG/KG	11000	1000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	830	NA	NA	ND	ND	658	ND	NA	ND	ND	ND
Benzo(g,h,i)perylene	UG/KG	1000000	100000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	ND	ND	ND
Benzo(k)fluoranthene	UG/KG	110000	800	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	380	ND	NA	ND	ND	ND
bis(2-Ethylhexyl)phthalate	UG/KG	-	-	ND	ND	ND	ND	ND	1400	ND	ND	ND	NA	600	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	NA	NA	NA	ND	ND	ND
Carbazole	UG/KG	-	-	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	NA	NA	NA	ND	ND	ND
Chrysene	UG/KG	110000	1000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	630	NA	NA	ND	ND	671	ND	NA	ND	ND	ND
Dibenz(a,h)anthracene	UG/KG	1100	330	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	NA	NA	NA	ND	ND	ND
Dibenzofuran	UG/KG	1000000	7000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	NA	NA	NA	ND	1500 J	ND
Di-n-butylphthalate	UG/KG	-	-	ND	ND	ND	ND	ND	ND	2600 B	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	NA	NA	NA	ND	ND	ND
Fluoranthene	UG/KG	1000000	100000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	1500	NA	NA	ND	ND	2036	ND	NA	ND	ND	ND
Fluorene	UG/KG	1000000	30000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	93 J	204	NA	1200 J	4100	2200
Indeno(1,2,3-cd)pyrene	UG/KG	11000	500	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	ND	ND	ND
Naphthalene	UG/KG	1000000	12000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	ND	83 J	NA	2800	7500	1800 J
Phenanthrene	UG/KG	1000000	100000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	970	NA	NA	ND	ND	713	292	NA	2400	5900	4100
Phenol	UG/KG	1000000	330	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	ND	NA	NA	ND	ND	NA	NA	NA	1100 J	ND	ND
Pyrene	UG/KG	1000000	100000	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA	ND	ND	ND	1300	NA	NA	ND	ND	1773	ND	NA	ND	ND	ND
Polychlorinated Biphenyls																														
Aroclor 1260	UG/KG	25000	100	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	ND	NA	NA	NA	NA	NA	NA	NA	NA
Metals																														
Arsenic	MG/KG	16	13	2.95	5.19	ND	NA	NA	3.64	NA	NA	1.28	NA	2.78	3.36	1.78	NA	NA	NA	NA	NA	NA	NA	2.75	NA	NA	NA	1.75	ND	ND
Barium	MG/KG	10000	350	23.5	43.1	10.2	NA	NA	46.3	NA	NA	11.3	NA	27.9	55	37.1	NA	NA	NA	NA	NA	NA	NA	89	NA	NA	NA	18.8	34.9	13
Cadmium	MG/KG	60	2.5	ND	ND	ND	NA	NA	1.87	NA	NA	ND	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	ND	NA	NA	NA	ND	ND	ND
Chromium	MG/KG	6800	30	8.59	14.2	4.3	NA	NA	13	NA	NA	4.68	NA	9.47	11.2	8.19	NA	NA	NA	NA	NA	NA	NA	13.7	NA	NA	NA	8.39	9.19	4.03
Lead	MG/KG	3900	63	ND	27.4	ND	NA	NA	81	NA	NA	ND	NA	9.27	48.2	11.3	NA	NA	NA	NA	NA	NA	NA	17.1	NA	NA	NA	6.96	9.6	ND
Mercury	MG/KG	5.7	0.18	ND	ND	ND	NA	NA	ND	NA	NA	ND	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	0.266	NA	NA	ND	ND	ND	ND
Selenium	MG/KG	6800	3.9	1.68	2.79	ND	NA	NA	2.11	NA	NA	0.686	NA	2.33	1.58	1.81	NA	NA	NA	NA	NA	NA	NA	3.42	NA	NA	NA	1.19	1.35	2.05
Silver	MG/KG	6800	2	ND	ND	ND	NA	NA	2.26	NA	NA	ND	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	ND	NA	NA	NA	ND	ND	ND

Only Soils Remaining In Place Are Included
IND - NYCRR Part 375.6 - Industrial Use SCOs
UNR - NYCRR Part 375.6 - Unrestricted Use SCOs
ND = Not detected
J = Estimated value
NA = Not Analyzed
RED = Value > IND
SHADED = Value > UNR

TABLE 1
SUMMARY OF DETECTED ANALYTES IN SOIL
MACEDON FILM SITE

Location I.D.				MSB-04	MSB-05	MSB-06	MSB-07	MSB-08	MSB-08	MMW-08	MMW-09	MMW-10	SS-01	SS-02	SS-03	SS-4-C2	SS-4-C2	SS (4,0)	SS (4,-2)	SS (2,-2)	SS (0,-2)	SS (4,-2)	SS (0,0)	SS (-4,2)	CONF-1	CONF-2	CONF-3	CONF-4
Sample I.D.				MSB-4 (4-6')	MSB-5 (12'-14')	MSB-6 (4')	MSB-7 (4')	MSB-8 (4-6')	MSB-8 (6-8')	MMW-8 8'-12'	MMW-9 4'-8'	MMW-10 4'-5.4'	SS-1 (07/22/2008)	SS-2 (07/22/2008)	SS-3 (07/22/2008)	SS-4-C2	DUP-011111	SS (4,0)	SS (4,-2)	SS (2,-2)	SS (0,-2)	SS (4,-2)	SS (0,0)	SS (-4,2)	CONF-1-NW	CONF-2-NE	CONF-3-SW	CONF-4-SE
Depth Interval (ft)				4.0-6.0	12.0-14.0	4.0-4.0	4.0-4.0	4.0-6.0	6.0-8.0	8.0-12.0	4.0-8.0	4.0-5.4	0.0-0.2	0.0-0.2	0.0-0.2	0.0-0.2	0.0-0.2	0-0.5	0-0.5	0-0.5	0-0.5	0.5-1.0	0.5-1.0	0.5-1.0	0.5-1.0	0.5-1.0	0.5-1.0	0-0.5
Date Sampled		Criteria		10/20/99	10/20/99	10/22/99	10/22/99	02/15/05	02/15/05	07/22/08	07/22/08	07/22/08	07/22/08	07/22/08	07/22/08	01/11/11	01/11/11	06/09/11	06/09/11	06/09/11	06/09/11	06/09/11	06/09/11	06/09/11	07/11/11	07/11/11	07/11/11	07/11/11
Parameter	Units	IND	UNR																									
Volatile Organic Compounds																												
1,2,4-Trimethylbenzene	UG/KG	380000	3600	ND	ND	NA	NA	ND	130 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,3,5-Trimethylbenzene (Mesitylene)	UG/KG	380000	8400	ND	ND	NA	NA	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Hexanone	UG/KG	-	-	ND	ND	NA	NA	ND	ND	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Isopropyltoluene (p-Cymene)	UG/KG	-	-	ND	ND	NA	NA	ND	190 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Acetone	UG/KG	1000000	50	ND	ND	NA	NA	ND	57 J	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzene	UG/KG	89000	60	ND	ND	NA	NA	ND	ND	ND	ND	2.4 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chloroform	UG/KG	700000	370	ND	ND	NA	NA	ND	ND	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Ethylbenzene	UG/KG	780000	1000	ND	ND	NA	NA	ND	8.1 J	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Isopropylbenzene (Cumene)	UG/KG	-	-	ND	ND	NA	NA	ND	ND	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	UG/KG	1000000	12000	ND	ND	NA	NA	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
n-Propylbenzene	UG/KG	1000000	3900	ND	ND	NA	NA	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
sec-Butylbenzene	UG/KG	1000000	11000	ND	ND	NA	NA	ND	21 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Tetrachloroethene	UG/KG	300000	1300	730000	ND	NA	NA	ND	ND	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Toluene	UG/KG	1000000	700	ND	ND	NA	NA	ND	ND	ND	ND	2.1 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
m&p-Xylene	UG/KG	-	-	ND	ND	NA	NA	ND	17 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
o-Xylene	UG/KG	-	-	ND	ND	NA	NA	ND	7.8 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Xylene (total)	UG/KG	1000000	260	ND	ND	NA	NA	NA	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Semivolatile Organic Compounds																												
2-Methylnaphthalene	UG/KG	-	-	11000	ND	NA	NA	ND	ND	ND	ND	110 J	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	UG/KG	1000000	20000	1600 J	ND	NA	NA	ND	870	ND	ND	54 J	63 J	89 J	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthylene	UG/KG	1000000	100000	ND	ND	NA	NA	ND	ND	ND	ND	130 J	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	UG/KG	1000000	100000	1700 J	ND	NA	NA	ND	150 J	ND	ND	390 J	160 J	270 J	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(a)anthracene	UG/KG	11000	1000	ND	ND	NA	NA	ND	ND	ND	ND	880	410 J	620	140 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(a)pyrene	UG/KG	1100	1000	ND	ND	NA	NA	ND	ND	ND	ND	670	390 J	520	160 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(b)fluoranthene	UG/KG	11000	1000	ND	ND	NA	NA	ND	ND	ND	ND	580	350 J	500	140 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(g,h,i)perylene	UG/KG	1000000	100000	ND	ND	NA	NA	ND	ND	ND	ND	330 J	280 J	320 J	120 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	UG/KG	110000	800	ND	ND	NA	NA	ND	ND	ND	ND	520	370 J	430 J	130 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
bis(2-Ethylhexyl)phthalate	UG/KG	-	-	ND	ND	NA	NA	140 J	170 J	ND	ND	450	160 J	200 J	220 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Carbazole	UG/KG	-	-	ND	ND	NA	NA	ND	ND	ND	ND	ND	68 J	130 J	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chrysene	UG/KG	110000	1000	ND	ND	NA	NA	ND	ND	ND	ND	690	420 J	590	170 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dibenz(a,h)anthracene	UG/KG	1100	330	ND	ND	NA	NA	ND	ND	ND	ND	92 J	54 J	83 J	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dibenzofuran	UG/KG	1000000	7000	ND	ND	NA	NA	ND	ND	ND	ND	100 J	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Di-n-butylphthalate	UG/KG	-	-	ND	ND	NA	NA	ND	ND	ND	ND	130 J	51 J	55 J	88 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluoranthene	UG/KG	1000000	100000	ND	ND	NA	NA	ND	110 J	ND	ND	1600	890	1500	320 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fluorene	UG/KG	1000000	30000	3400 J	ND	NA	NA	ND	1100	ND	ND	130 J	52 J	86 J	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	UG/KG	11000	500	ND	ND	NA	NA	ND	ND	ND	ND	340 J	250 J	310 J	100 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	UG/KG	1000000	12000	ND	ND	NA	NA	ND	ND	ND	ND	330 J	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phenanthrene	UG/KG	1000000	100000	6100	ND	NA	NA	140 J	2200	ND	ND	910	550	980	140 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phenol	UG/KG	1000000	330	ND	ND	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	UG/KG	1000000	100000	ND	ND	NA	NA	ND	190 J	ND	ND	1200	710	1000	240 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Polychlorinated Biphenyls																												
Aroclor 1260	UG/KG	25000	100	NA	NA	NA	NA	NA	NA	NA	NA	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Metals																												
Arsenic	MG/KG	16	13	ND	3.37	NA	NA	NA	NA	ND	1.3	0.29 J	4.2	2.9	5	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Barium	MG/KG	10000	350	9.47	10.6	NA	NA	NA	NA	9.6	19	50.4	65.7	54.5	72.2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Cadmium	MG/KG	60	2.5	ND	ND	NA	NA	NA	NA	ND	ND	ND	0.42 J	0.47 J	0.55 J	42.3	41.9	47.6	27.9	32.2	37.2	17.3	10.3	17.9	8.68	9.93	1.8	9.91
Chromium	MG/KG	6800	30	2.9	7.71	NA	NA	NA	NA	5.3	11.8	8.2	14.8	13	15.4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Lead	MG/KG	3900	63	6.37	14	NA	NA	NA	NA	3.5 J	8.1 J	6.6 J	52.1 J	52.2 J	53.6 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Mercury	MG/KG	5.7	0.18	ND	ND	0.0963	0.0816	NA	NA	0.01 J	0.02 J	0.03 J	0.09	0.09	0.07	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Selenium	MG/KG	6800	3.9	2.59	1.91	NA	NA	NA	NA	1.2 J	ND	1.3 J	1.5 J	0.72 J	2.3 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Silver	MG/KG	6800	2	ND	ND	NA	NA	NA	NA	ND	ND	ND	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Only Soils Remaining In Place Are Included
IND - NYCRR Part 375.6 - Industrial Use SCOs
UNR - NYCRR Part 375.6 - Unrestricted Use SCOs
ND = Not detected
J = Estimated value
NA = Not Analyzed
RED = Value > IND
SHADED = Value > UNR

TABLE 2
SUMMARY OF DETECTED ANALYTES IN GROUNDWATER
MACEDON FILM SITE

Location I.D.			MMW-01	MMW-01	MMW-01	MMW-01	MMW-01	MMW-01	MMW-02	MMW-02	MMW-02	MMW-02	MMW-02	MMW-02	MMW-03	MMW-03	MMW-03	MMW-03	MMW-03	MMW-03	MMW-03	MMW-04	MMW-04	MMW-04	MMW-04	MMW-04	MMW-04	MMW-05
Sample I.D.			MMW-1	MMW-1	MMW-1	MMW-1	MMW-01 (07/23/08)	MMW-1	MMW-2	MMW-2	MMW-2	MMW-2	MMW-02 (07/23/08)	MMW-2	MMW-3	MMW-3	DUP-04.06.05	MMW-3	MMW-3	MMW-03 (07/23/08)	MMW-3	MMW-4	MMW-4	MMW-4	MMW-4	MMW-04 (07/23/08)	MMW-4	MMW-5
Date Sampled			11/02/99	03/13/00	04/06/05	05/31/05	07/23/08	02/12/09	11/01/99	03/13/00	04/06/05	06/01/05	07/23/08	02/12/09	11/01/99	03/13/00	04/06/05	04/06/05	06/01/05	07/23/08	02/11/09	11/01/99	03/13/00	04/06/05	06/01/05	07/23/08	02/11/09	11/01/99
Parameter	Units	TOGS																										
Volatile Organic Compounds																												
1,1,1-Trichloroethane	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1,2-Trichloro-1,2,2-trifluoroethane	UG/L	5	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	ND	ND	NA
1,2,4-Trimethylbenzene	UG/L	5	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	NA	**46**	**25**	**48**	**52**	ND	NA	NA	ND	ND	ND	ND	NA	NA	ND
4-Isopropyltoluene (p-Cymene)	UG/L	5	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	NA	1.6 J	ND	0.32 J	ND	ND	NA	NA	ND	ND	ND	ND	NA	NA	ND
Acetone	UG/L	50	ND	ND	10 J	2.3 J	ND	ND	ND	ND	6.4 J	ND	ND	ND	ND	5.5 J	16 J	25	1.5 J	ND	ND	ND	5.9 J	9.6 J	1.7 J	ND	4.1 J	ND
Benzene	UG/L	1	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.56 J	0.67 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Bromodichloromethane	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Carbon disulfide	UG/L	60	ND	11	ND	ND	ND	ND	ND	14	ND	ND	ND	ND	ND	34	ND	ND	ND	ND	ND	ND	47	ND	ND	ND	ND	ND
Chloroform	UG/L	7	ND	ND	0.41 J	0.85 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Ethylbenzene	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	2.2 J	1.4 J	0.61 J	0.65 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Isopropylbenzene (Cumene)	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	2.3 J	1.3 J	2.3	2.4	0.49 J	ND	ND	ND	ND	ND	ND	ND	ND	ND
Methyl ethyl ketone (2-Butanone)	UG/L	50	ND	ND	ND	1.2 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	2.1 J	ND	ND	ND	ND	ND	ND	2.4 J	ND	ND	ND	ND	ND
Methyl tert-butyl ether	UG/L	10	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Methylcyclohexane	UG/L	-	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	ND	ND	NA
Naphthalene	UG/L	10	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	NA	**20**	5.6	3.9	4	ND	NA	NA	3.6 J	ND	ND	ND	NA	NA	ND
n-Butylbenzene	UG/L	5	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	NA	ND	ND	0.5 J	0.62 J	ND	NA	NA	ND	ND	ND	ND	NA	NA	ND
n-Propylbenzene	UG/L	5	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	NA	**5.2**	2.7J	6.4	6.3	0.5 J	NA	NA	ND	ND	ND	ND	NA	NA	ND
sec-Butylbenzene	UG/L	5	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	NA	1.7 J	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	NA	ND
Toluene	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5.2	ND	ND	ND	ND	ND	ND
m&p-Xylene	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	**28**	**8.6**	1	1	ND	ND	ND	2.1 J	ND	ND	ND	ND	ND	ND
o-Xylene	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.34 J	0.52 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Semivolatile Organic Compounds																												
2-Methylnaphthalene	UG/L	-	1.1 J	ND	ND	ND	ND	ND	1.4 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	5.3 J	ND	ND	ND	ND	ND	ND
4-Methylphenol (p-cresol)	UG/L	1	1.1 J	ND	NA	NA	ND	ND	ND	ND	NA	NA	ND	ND	ND	ND	NA	NA	NA	ND	ND	1.6 J	ND	NA	NA	ND	ND	ND
Acenaphthene	UG/L	20	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.2 J	ND	ND	ND	ND	ND	ND	2.3 J	ND	ND	ND	ND	ND	ND
Anthracene	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.1 J	ND	ND	ND	ND	ND	ND
bis(2-Ethylhexyl)phthalate	UG/L	5	1.8 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.8 J	ND	ND	ND	1.3 J	ND
Dibenzofuran	UG/L	-	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.4 J	ND	ND	ND	ND	ND	ND	2.0 J	ND	ND	ND	ND	ND	ND
Diethylphthalate	UG/L	50	1.1 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	3.4 J	ND
Di-n-butylphthalate	UG/L	50	1.2 J	1.0 J	ND	ND	ND	ND	1.4 J	ND	ND	ND	ND	ND	2.2 J	ND	ND	ND	ND	ND	ND	1.6 J	2.6 J	ND	ND	ND	ND	1.7 J
Fluorene	UG/L	50	1.9 J	ND	ND	ND	ND	ND	1.4 J	ND	ND	ND	ND	ND	3.3 J	ND	ND	ND	ND	ND	ND	ND	2.1 J	ND	ND	ND	ND	ND
Isophorone	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.0 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Naphthalene	UG/L	10	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	2.3 J	ND	ND	ND	ND	ND	ND
Phenanthrene	UG/L	50	5.0 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.8 J	ND	ND	ND	ND	2.1 J
Phenol	UG/L	1	**18**	ND	ND	ND	ND	ND	**9.9 J**	ND	ND	ND	ND	ND	**12**	ND	ND	ND	ND	ND	ND	**21**	ND	ND	ND	ND	ND	**2.8 J**
Metals																												
Arsenic	UG/L	25	ND	NA	ND	NA	2.4 J	ND	ND	NA	ND	NA	ND	ND	ND	NA	NA	NA	NA	ND	ND	ND	NA	NA	NA	ND	ND	ND
Barium	UG/L	1000	139	NA	103	NA	68.8	49.5 J	204	NA	99.9	NA	38.1	25.9 J	147	NA	NA	NA	NA	107	54.4 J	193	NA	NA	NA	98.9	22.5 J	153
Cadmium	UG/L	5	ND	NA	ND	NA	ND	ND	ND	NA	ND	NA	ND	ND	ND	NA	NA	NA	NA	ND	ND	ND	NA	NA	NA	ND	ND	ND
Chromium	UG/L	50	25.4	NA	ND	NA	2.4 J	ND	42	NA	ND	NA	1.1 J	ND	17.3	NA	NA	NA	NA	1.6 J	ND	10	NA	NA	NA	1.3 J	ND	17.6
Selenium	UG/L	10	6.66	NA	ND	NA	ND	ND	5.78	NA	ND	NA	ND	ND	ND	NA	NA	NA	NA	ND	ND	ND	NA	NA	NA	ND	ND	6.2
Dissolved Metals																												
Barium	UG/L	1000	61.2	NA	NA	NA	NA	NA	79.5	NA	NA	NA	NA	NA	103	NA	141	135	NA	NA	NA	139	NA	20.8	NA	NA	NA	91.8
Selenium	UG/L	10	ND	NA	NA	NA	NA	NA	ND	NA	NA	NA	NA	NA	ND	NA	ND	ND	NA	NA	NA	ND	NA	ND	NA	NA	NA	5.64

ND = Not Detected
J = Estimated value
NA = Not Analyzed
TOGS = NYSDEC Ambient Water Quality Standards. Class GA.
RED = Value Exceeds TOGS
UG/L = Micrograms per Liter

TABLE 2
SUMMARY OF DETECTED ANALYTES IN GROUNDWATER
MACEDON FILM SITE

Location I.D.			MMW-05	MMW-05	MMW-05	MMW-06	MMW-06	MMW-06	MMW-06	MMW-07	MMW-07	MMW-07	MMW-07	MMW-07	MMW-08	MMW-09	MMW-09	MMW-10	MMW-10	MP-01	MP-01	MP-01	MP-01	MP-01
Sample I.D.			MMW-5	MMW-5	MMW-05 (07/23/08)	MMW-6	MMW-6	MMW-06 (07/23/08)	MMW-6	MMW-7	DUP 050602	MMW-7	MMW-07 (07/24/08)	MMW-7	MMW-08 (07/24/08)	MMW-09 (07/24/08)	MMW-9	MMW-10(07/24/08)	MMW-10	MP1	MP1	MP-1	MP-01 (07/24/08)	MP-1
Date Sampled			04/06/05	06/01/05	07/23/08	04/06/05	06/01/05	07/23/08	02/11/09	04/06/05	06/01/05	06/01/05	07/24/08	02/12/09	07/24/08	07/24/08	02/12/09	07/24/08	02/12/09	11/01/99	03/13/00	06/01/05	07/24/08	02/11/09
Parameter	Units	TOGS																						
Volatile Organic Compounds																								
1,1,1-Trichloroethane	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.62 J	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1,2-Trichloro-1,2,2-trifluoroethane	UG/L	5	NA	NA	ND	NA	NA	0.38 J	ND	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	ND	ND
1,2,4-Trimethylbenzene	UG/L	5	ND	ND	NA	ND	ND	NA	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	ND	ND	ND	NA	NA
4-Isopropyltoluene (p-Cymene)	UG/L	5	ND	ND	NA	ND	ND	NA	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	ND	ND	ND	NA	NA
Acetone	UG/L	50	14 J	ND	ND	7.8 J	ND	ND	ND	6.6 J	1.6 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	12 J	ND	12	ND
Benzene	UG/L	1	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Bromodichloromethane	UG/L	50	ND	ND	ND	0.91 J	0.69 J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Carbon disulfide	UG/L	60	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Chloroform	UG/L	7	0.71 J	0.64 J	ND	**30**	**24**	**21**	1.2	ND	ND	ND	ND	1.7	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Ethylbenzene	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.99 J	ND	ND	ND	ND	ND	ND
Isopropylbenzene (Cumene)	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Methyl ethyl ketone (2-Butanone)	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Methyl tert-butyl ether	UG/L	10	ND	ND	ND	ND	ND	ND	0.53 J	ND	ND	ND	ND	ND	ND	**22**	7.1	ND	ND	ND	ND	ND	ND	ND
Methylcyclohexane	UG/L	-	NA	NA	ND	NA	NA	ND	ND	NA	NA	NA	ND	ND	ND	ND	ND	100	ND	NA	NA	NA	1.1	ND
Naphthalene	UG/L	10	ND	ND	NA	ND	ND	NA	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	ND	ND	ND	NA	NA
n-Butylbenzene	UG/L	5	ND	ND	NA	ND	ND	NA	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	ND	ND	ND	NA	NA
n-Propylbenzene	UG/L	5	ND	ND	NA	ND	ND	NA	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	ND	ND	ND	NA	NA
sec-Butylbenzene	UG/L	5	ND	ND	NA	ND	ND	NA	NA	ND	ND	ND	NA	NA	NA	NA	NA	NA	NA	ND	ND	ND	NA	NA
Toluene	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
m&p-Xylene	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	**6**	ND	ND	ND	ND	ND	ND
o-Xylene	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Semivolatile Organic Compounds																								
2-Methylnaphthalene	UG/L	-	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
4-Methylphenol (p-cresol)	UG/L	1	NA	NA	ND	NA	NA	ND	ND	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	ND	ND
Acenaphthene	UG/L	20	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Anthracene	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
bis(2-Ethylhexyl)phthalate	UG/L	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	**28**	ND	ND	ND
Dibenzofuran	UG/L	-	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Diethylphthalate	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Di-n-butylphthalate	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.5 J	ND	ND	ND	ND	ND	ND	ND	ND	ND
Fluorene	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Isophorone	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Naphthalene	UG/L	10	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Phenanthrene	UG/L	50	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Phenol	UG/L	1	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Metals																								
Arsenic	UG/L	25	ND	NA	ND	ND	NA	ND	ND	ND	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND
Barium	UG/L	1000	139	NA	115	ND	NA	12.8 J	49.3 J	67.4	NA	NA	60.5	69.8 J	23.8	39.5	38.4 J	52.8	32.9 J	202	53.1	NA	31.8	31.5 J
Cadmium	UG/L	5	ND	NA	ND	ND	NA	ND	ND	ND	NA	NA	0.65 J	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND
Chromium	UG/L	50	ND	NA	1.1 J	ND	NA	2.3 J	ND	ND	NA	NA	1.3 J	ND	1.7 J	1.7 J	ND	1.2 J	ND	24.4	ND	NA	1.0 J	ND
Selenium	UG/L	10	ND	NA	5.1 J	ND	NA	ND	ND	ND	NA	NA	ND	ND	ND	ND	4.8 J	5.1 J	ND	14.5	ND	NA	7.6 J	8.7 J
Dissolved Metals																								
Barium	UG/L	1000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	71.6	NA	NA	NA	NA
Selenium	UG/L	10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	6.85	NA	NA	NA	NA

ND = Not Detected
J = Estimated value
NA = Not Analyzed
TOGS = NYSDEC Ambient Water Quality Standards. Class GA.
RED = Value Exceeds TOGS
UG/L = Micrograms per Liter

Table 3

Emergency Telephone Numbers and Contact Information for Key Personnel

Name	Affiliation	Address	Phone/Fax/Email	Function
Nick Damico	Berry Plastics	200 East Main Street Macedon, NY 14502	315.986.6298 nickdamico@ berryplastics.com	Plant Manager
Nicole McCool	Berry Plastics	200 East Main Street Macedon, NY 14502	315.986.6033 nicolemccool@ berryplastics.com	Environmental Manager
Humberto Castilla	Berry Plastics	101 Oakley Street Evansville, IN 47710	812.306.2454 humbertocastilla@ berryplastics.com	EH&S Director
Josh Haugh	NYSDEC	625 Broadway Albany, New York 12233-7017	518.402.9814 joshua.haugh@ dec.ny.gov	NYSDEC Project Manager
Melissa A. Doroski, MPH	NYSDOH	Bureau of Environmental Exposure Investigation New York State Department of Health Empire State Plaza - Corning Tower Room #1787 Albany, NY 12237	O/518.402.7860 F/518.402.7859	Public Health Specialist

Name	Phone
Medical, Fire, and Police:	911
One Call Center:	(800) 272-4480 (3 day notice required for utility markout)
Poison Control Center:	(800) 222-1222
Pollution Toxic Chemical Oil Spills:	(800) 424-8802
NYSDEC Spills Hotline:	(800) 457-7362
Rochester General Hospital:	(585) 922-4000

FIGURES

Legend

Site Boundary

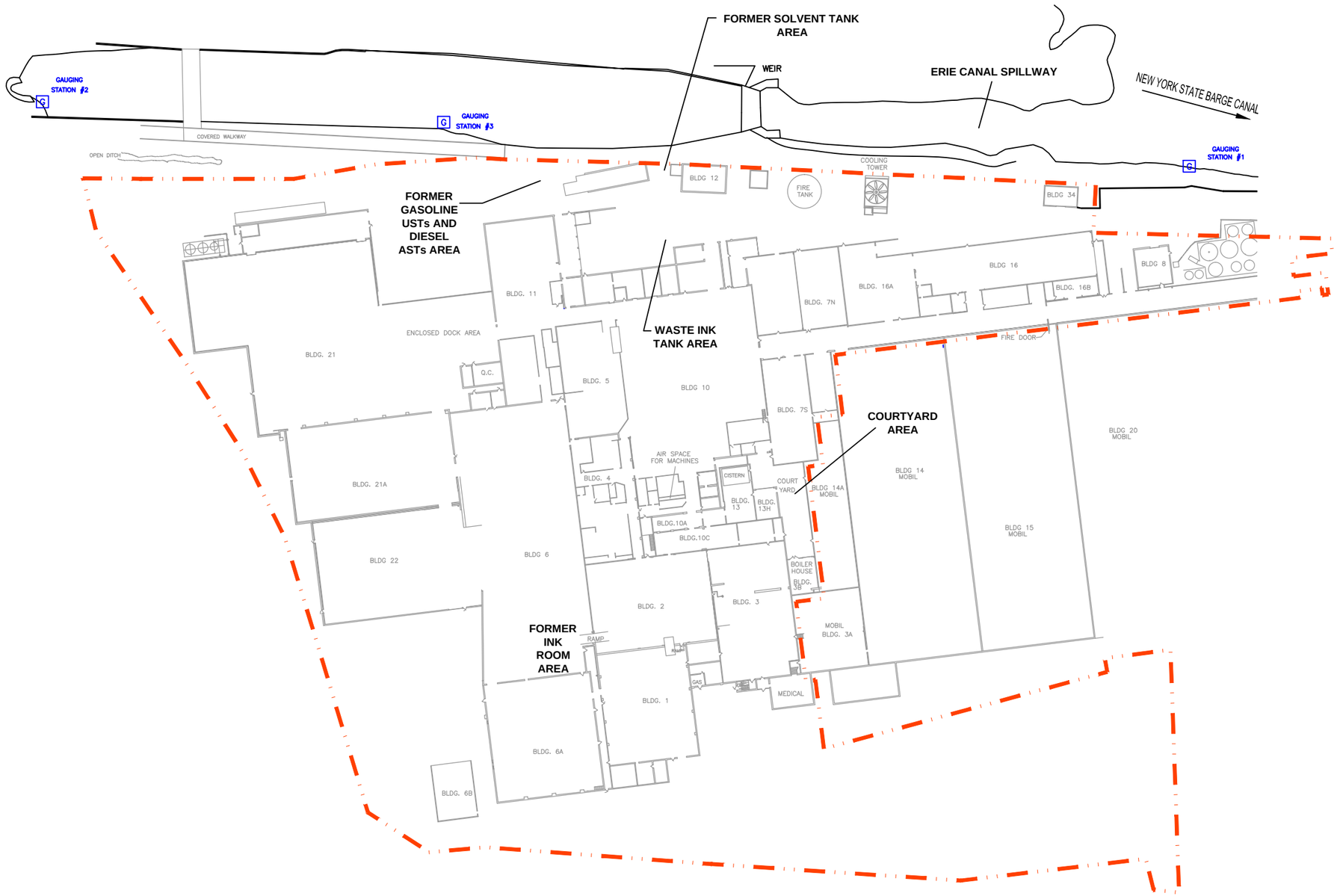
2,000 0 2,000 Feet

URS

PACTIV - MACEDON FILMS SITE
MACEDON, NEW YORK
SITE LOCATION MAP

FIGURE 1

I:\11176356\GIS\MAPS\SITE LOCATION.mxd 10/18/2011 MDL



N

True North Per Barge Canal Mapping Prepared By State of New York

LEGEND

- Site Boundary
- BLDG. 7S Building Number

NOTES:
All locations are approximate.

DRAWING SOURCE:
Mobil Chemical Drawing DX1631 (SPCC Drawing) 3/94

0 50 100
GRAPHIC SCALE IN FEET

Title: SITE BOUNDARIES AND LAYOUT

Location: MACEDON, NEW YORK

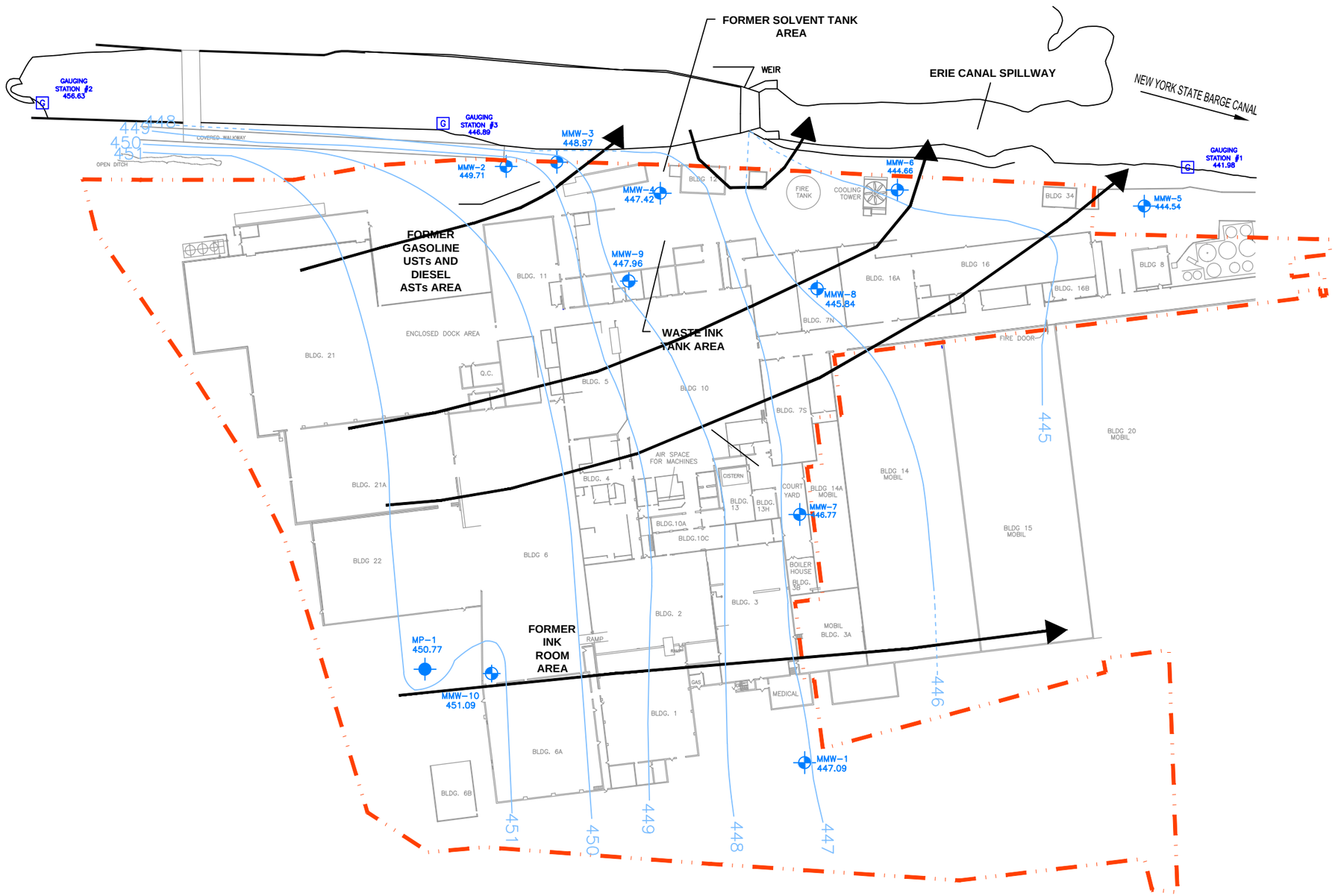
Client: PACTIV Advanced Packaging Solutions

URS Corporation
77 Goodell Street
Buffalo, New York 14203

Drafter: HAP	Date: April 2012
Drg. Size: 11 x 17	Job No.: 11176613.00000

FIGURE 2

J:\38394424.00000\CAD\figures 4-23-12\FIGURE 2.dwg 1:1 4/23/12 - 1 HAP



True North Per Barge Canal Mapping Prepared By State of New York

LEGEND

- G — Gauging Station with Groundwater Elevation
- MMW-8 — Monitoring Well Location with Groundwater Elevation
- MP-1 — Piezometer Location with groundwater elevation
- Groundwater Flow
- Site Boundary
- BLDG. 7S — Building Number

NOTES:
All locations are approximate.

DRAWING SOURCE:
Mobil Chemical Drawing DX1631 (SPCC Drawing) 3/94

0 50 100
GRAPHIC SCALE IN FEET

Title: GROUNDWATER ELEVATION CONTOURS, JULY 2008

Location: MACEDON, NEW YORK

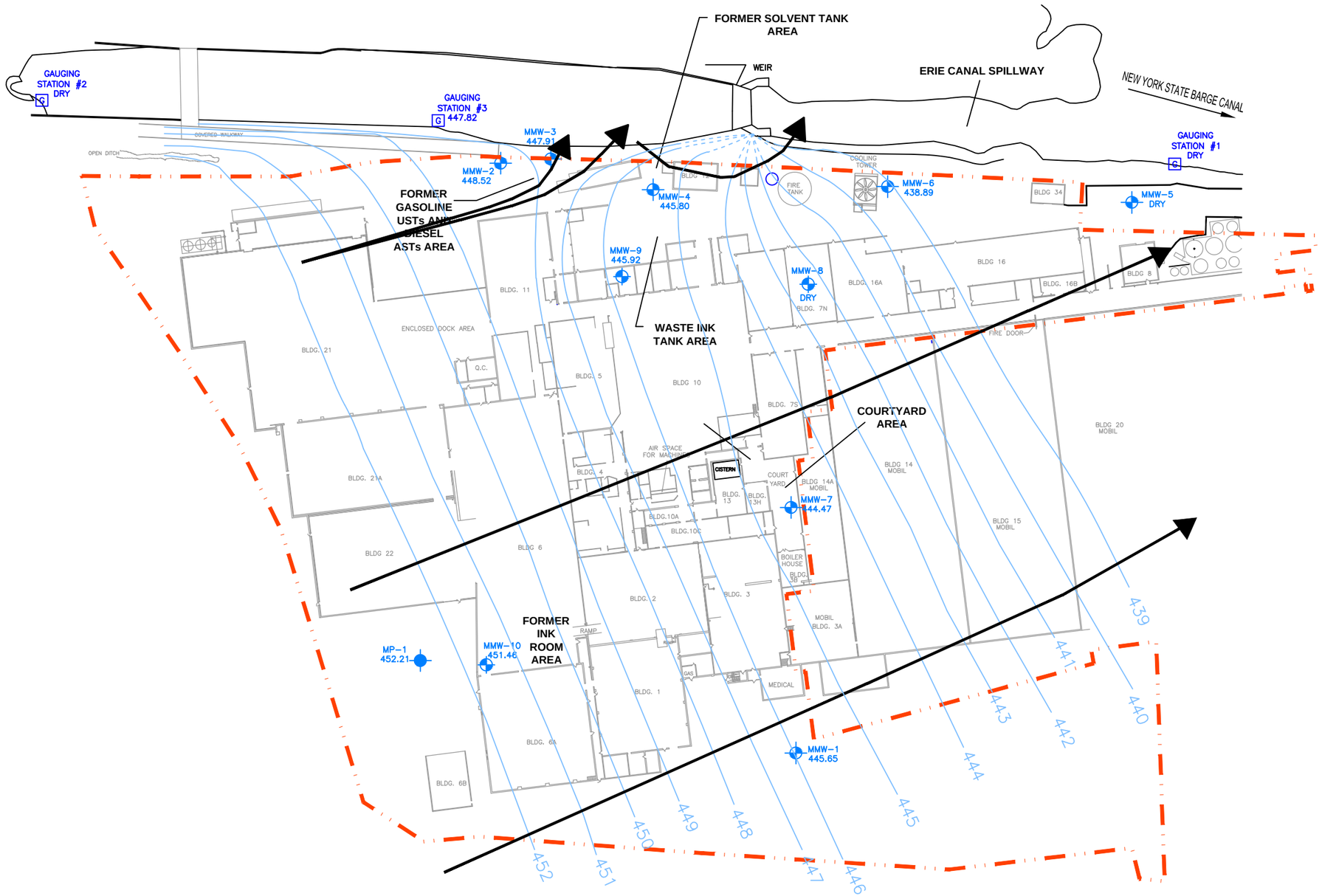
Client: PACTIV Advanced Packaging Solutions

URS Corporation
77 Goodell Street
Buffalo, New York 14203

Drafter: SRV	Date: April 2012
Drg. Size: 11 x 17	Job No.: 11176613.00000

FIGURE 3

J:\38394424.00000\CAD\figures 4-23-12\FIGURE 3.dwg 1:1 4/23/12 - 1 SRV



LEGEND

- Gauging Station with Groundwater Elevation
- MMW-8 — Monitoring Well Location with Groundwater Elevation
- MP-1 — Piezometer Location with groundwater elevation
- Groundwater Flow
- Site Boundary
- BLDG. 7S — Building Number

NOTES:
All locations are approximate.

DRAWING SOURCE:
Mobil Chemical Drawing DX1631 (SPCC Drawing) 3/94

0 50 100
GRAPHIC SCALE IN FEET

Title: GROUNDWATER ELEVATION CONTOURS, FEBRUARY 2009

Location: MACEDON, NEW YORK

Client: PACTIV Advanced Packaging Solutions

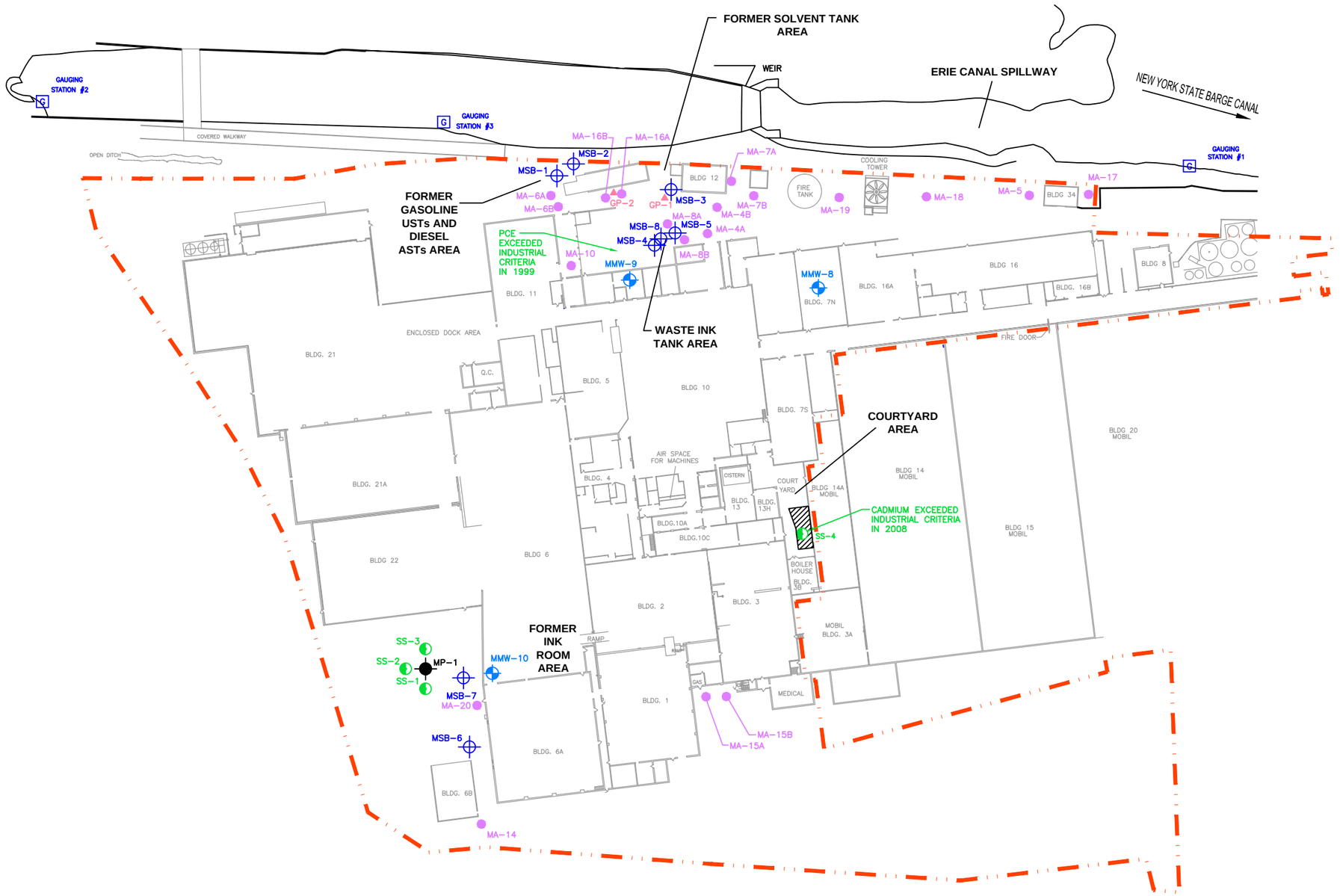
URS Corporation
77 Goodell Street
Buffalo, New York 14203

Drafter: SRV	Date: April 2012
Drg. Size: 11 x 17	Job No.: 11176613.00000

FIGURE 4

True North Per Barge Canal Mapping Prepared By State of New York

J:\38394424.00000\CAD\figures 4-23-12\FIGURE 4.dwg 1:1 4/23/12 - 4 SRV



N

True North Per Barge Canal Mapping Prepared By State of New York

LEGEND

- Installed Gauging Station
- MSB-1 — Soil Boring Location
- MA-11 — Soil & Sediment Sampling Location (1996)
- GP-1 — Soil/Groundwater Sampling Location (1998)
- SS-1 — Surface Soil Sampling Location
- MP-1 — Existing Piezometer / Soil Boring Location
- MMW-8 — Soil Boring/Monitoring Well Location
- Approximate Cadmium Contaminated Soil Excavation Area
- Site Boundary
- BLDG. 7S — Building Number

NOTES:
All locations are approximate.

DRAWING SOURCE:
Mobil Chemical Drawing DX1631 (SPCC Drawing) 3/94

0 50 100
GRAPHIC SCALE IN FEET

Title: SOIL SAMPLING LOCATIONS

Location: MACEDON, NEW YORK

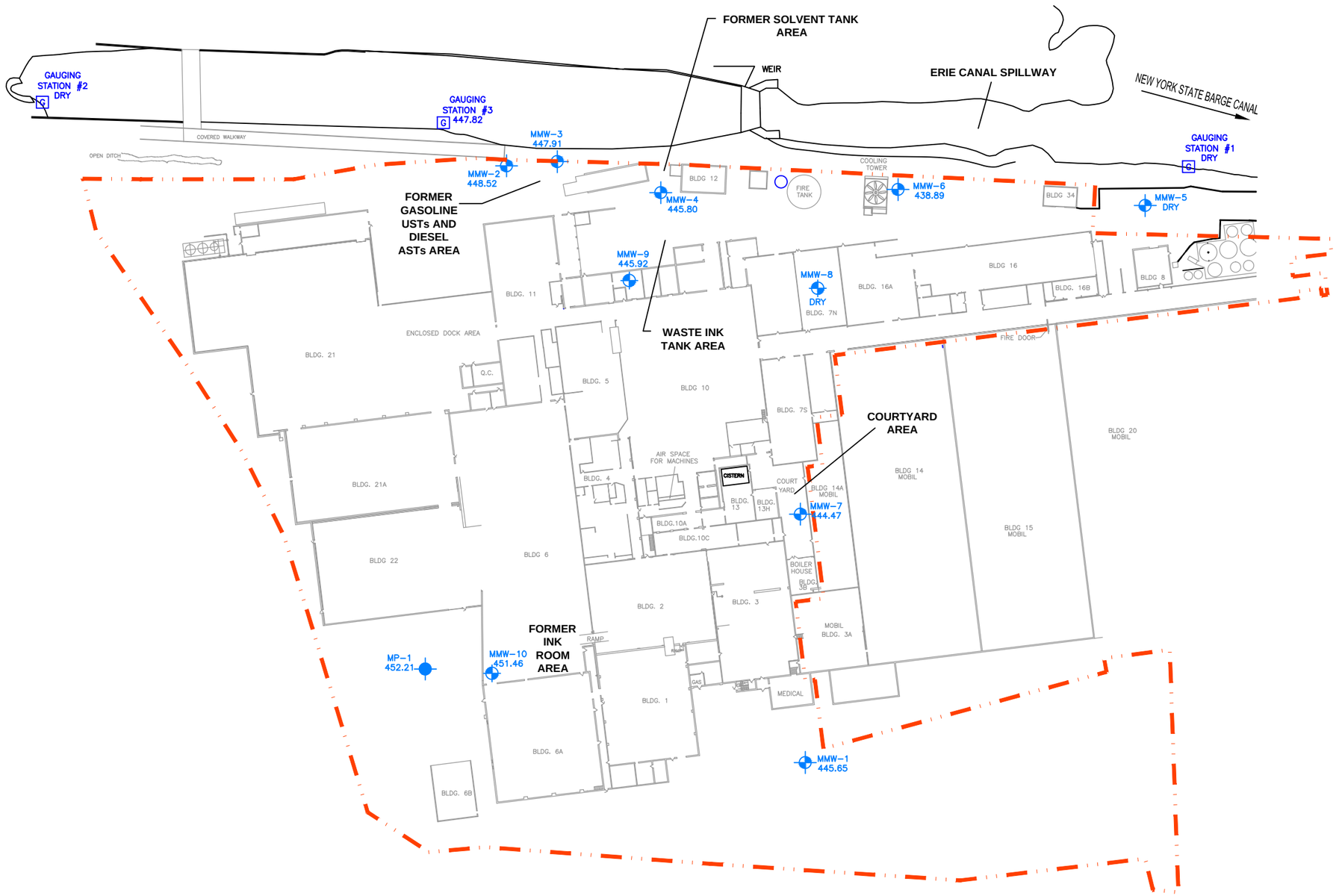
Client: PACTIV Advanced Packaging Solutions

URS Corporation
77 Goodell Street
Buffalo, New York 14203

Drafter: HAP	Date: April 2012
Drg. Size: 11 x 17	Job No.: 11176613.00000

FIGURE 5

J:\38394424.00000\CAD\figures 4-23-12\FIGURE 5.dwg 1:1 4/23/12 - 1 HAP



True North Per Barge Canal Mapping Prepared By State of New York

LEGEND

- Gauging Station with Groundwater Elevation
- MMW-8 — Monitoring Well Location with Groundwater Elevation
- MP-1 — Piezometer Location with groundwater elevation
- Site Boundary
- BLDG. 7S — Building Number

NOTES:
All locations are approximate.

DRAWING SOURCE:
Mobil Chemical Drawing DX1631 (SPCC Drawing) 3/94

0 50 100
GRAPHIC SCALE IN FEET

Title: GROUNDWATER SAMPLING LOCATIONS

Location: MACEDON, NEW YORK

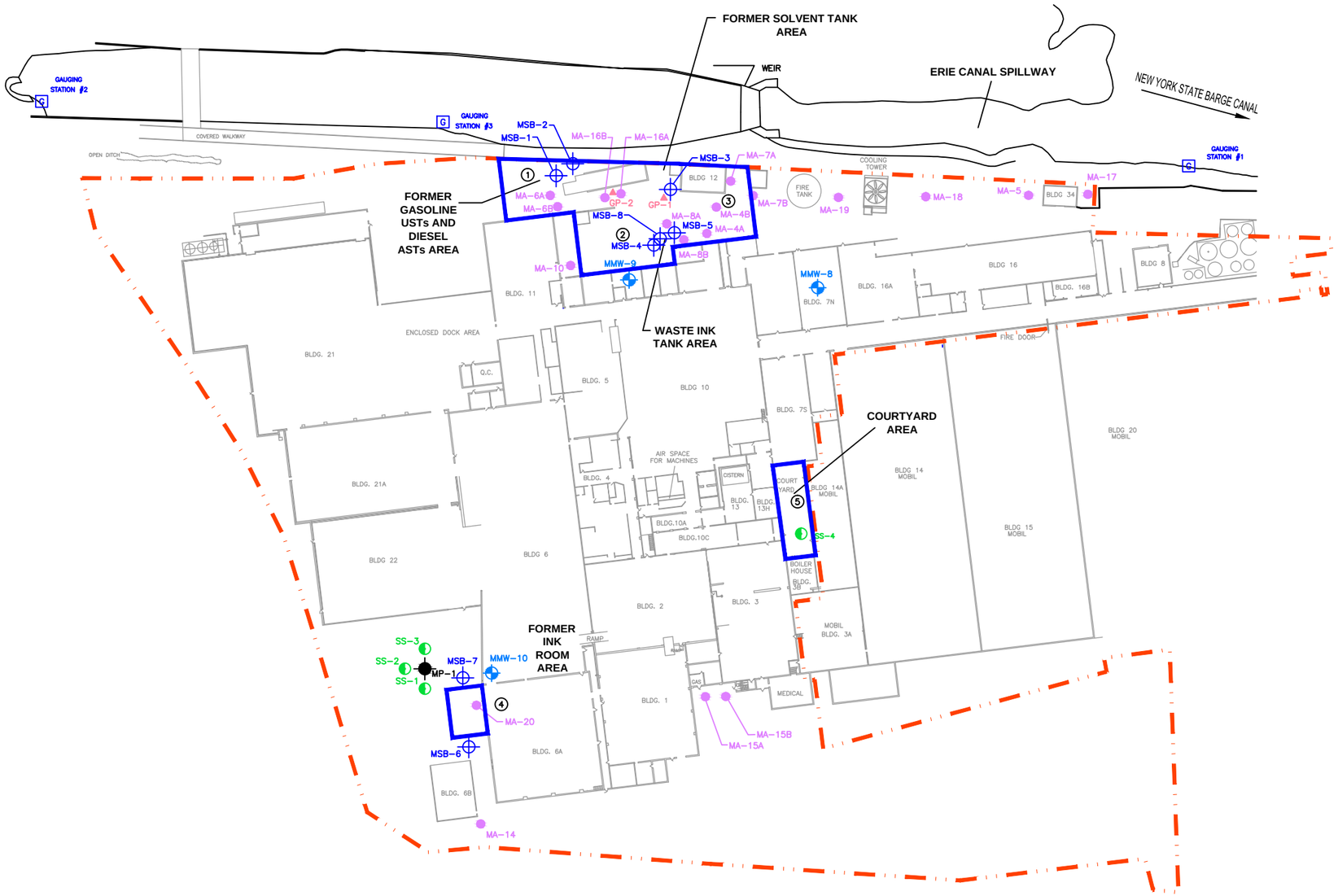
Client: PACTIV Advanced Packaging Solutions

URS Corporation
77 Goodell Street
Buffalo, New York 14203

Drafter: HAP	Date: April 2012
Drg. Size: 11 x 17	Job No.: 11176613.00000

FIGURE 6

J:\38394424.00000\CAD\figures 4-23-12\FIGURE 6.dwg 1:1 4/23/12 - 4 SRV



LEGEND

- Installed Gauging Station
- MSB-1 — Soil Boring Location
- MA-11 — Soil & Sediment Sampling Location (1996)
- GP-1 — Soil/Groundwater Sampling Location (1998)
- SS-1 — Surface Soil Sampling Location
- MP-1 — Existing Piezometer / Soil Boring Location
- Areas Controlled by Excavation Work Plan Requirements
- Site Boundary
- BLDG. 7S — Building Number

NOTES:
All locations are approximate.

DRAWING SOURCE:
Mobil Chemical Drawing DX1631 (SPCC Drawing) 3/94

0 50 100
GRAPHIC SCALE IN FEET

Title: AREAS CONTROLLED BY EXCAVATION WORK PLAN REQUIREMENTS

Location: MACEDON, NEW YORK

Client: PACTIV Advanced Packaging Solutions

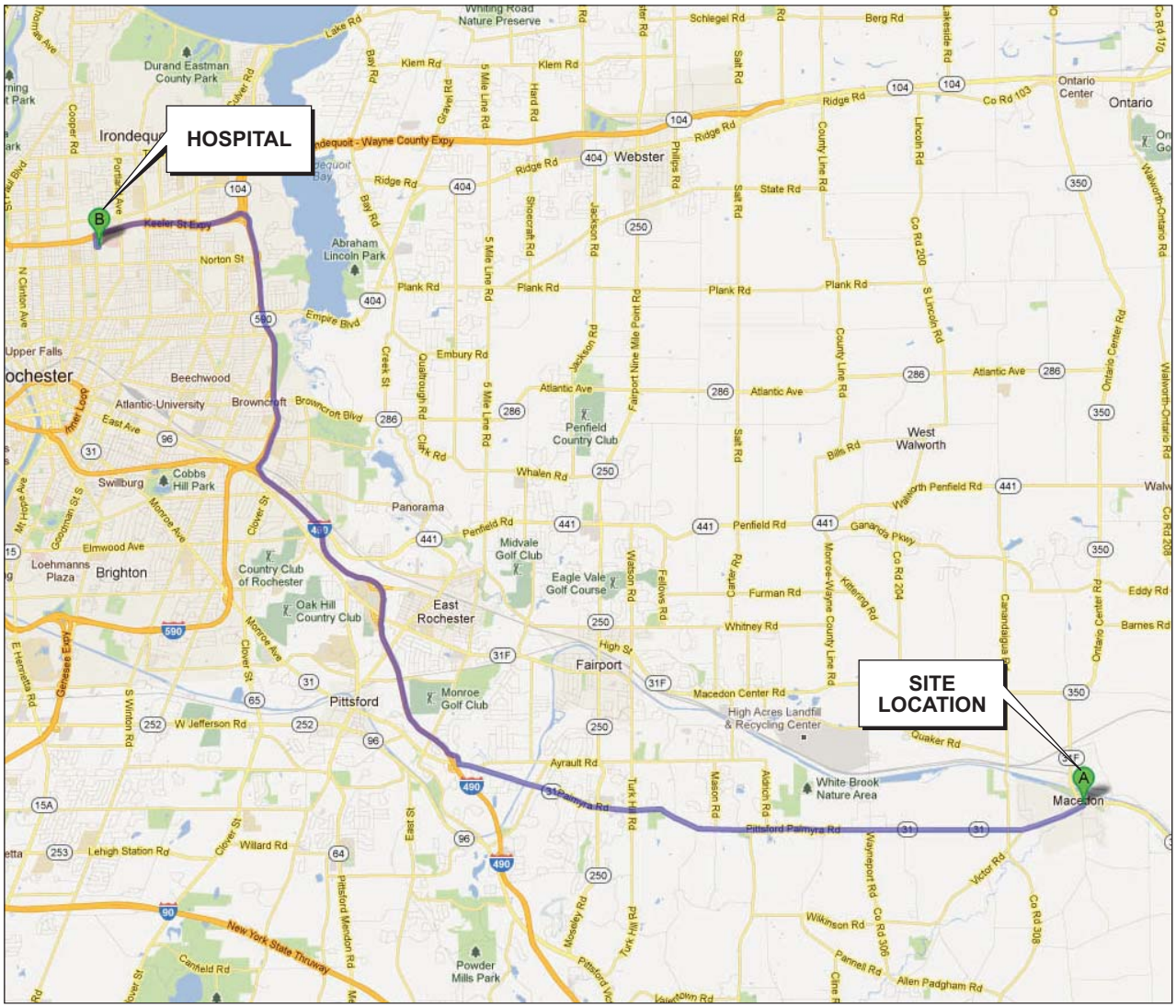
URS Corporation
77 Goodell Street
Buffalo, New York 14203

Drafter: HAP	Date: April 2012
Drg. Size: 11 x 17	Job No.: 11176613.00000

FIGURE 7

True North Per Barge Canal Mapping Prepared By State of New York

J:\38394424.00000\CAD\figures 4-23-12\FIGURE 7_rev1.dwg 1:1.09 6/28/12 - 2 JJS



1. Head southwest on NY-31 West (West Main Street) toward Erie Street North. Go 9.6 miles.
2. Take the ramp onto I-490 West. Go 5.6 miles.
3. Take Exit 21 for NY-590 North. Go 0.1 miles.
4. Keep right at fork, follow signs for I-590 South and merge onto NY-590 North. Go 3.8 miles.
5. Take Exit 10A to merge onto NY-104 West. Go 1.4 miles.
6. Take the exit toward Goodman Street/Portland Avenue. Go 0.1 miles.
7. Merge onto New York 104 Service Road West. Go 0.6 miles.
8. Turn left onto County Road 114/Portland Avenue. The hospital will be on the right. Go 0.2 miles.

Estimated Travel Time: 27 Minutes
Estimated Travel Distance: 21.4 Miles

Rochester General Hospital
1425 Portland Avenue
Rochester, NY 14621

Phone: (585) 922-4000

URS

MACEDON FILMS SITE
ROUTE TO THE HOSPITAL

FIGURE 8

AG20712-11176613-042412-GCM

APPENDIX A

Recorded Environmental Easement and ALTA Survey

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 30th day of September, 2013 between Owner Berry Plastics Corporation, having an office at 200 East Main Street, Village of Macedon, County of Wayne, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 112 Main Street in the Village of Macedon, County of Wayne and State of New York, known and designated on the tax map of the County Clerk of Wayne as tax map parcel number: Section 62111 Block 08 Lot 948968, being the same as that property conveyed by Tyco Plastics LP to Covalence Specialty Materials Corp. by deed dated February 16, 2006 and recorded in the Wayne County Clerk's Office in Instrument Number: R9069942 on March 28, 2006. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 8.95 +/- acres, and is hereinafter more fully described on Schedule A, and on a Survey made by URS Corporation New York, NYS licensed land surveyor, dated November 6, 2012, which documents are hereby attached to, incorporated in, and made a part of this instrument; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: B8-0669-04-06, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 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 restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements 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, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(7) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(9) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential, Restricted Residential or Commercial purposes as defined in 6NYCRR 375-1.8(g)(i), (ii) and (iii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL 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 of Article 71 of the Environmental Conservation Law.

F. 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.

G. 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, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5 the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her 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

(7) the information presented is accurate and complete.

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 Property, including:

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

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, 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 violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

[2/12]

C. Grantee shall notify Grantor of a breach or suspected breach of any 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 extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

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 any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:

Site Number: C859025
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, 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 or 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. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, 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, or the Commissioner's Designee, 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.

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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor: **Berry Plastics Corporation**

By: _____

Print Name: Jason K. Greene

Title: Executive Vice President & General Counsel Date: 9/16/13

Grantor's Acknowledgment

STATE OF INDIANA)
) ss:
COUNTY OF Vanderburgh)

On the 16th day of Sept., in the year 2013, before me, the undersigned, personally appeared Jason K. Greene, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Amy R. Mophew
Notary Public - State of INDIANA

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: _____
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 30th day of September, in the year 2013 before me, the undersigned, personally appeared Robert Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SCHEDULE "A" PROPERTY DESCRIPTION

Physical Address: 112 Main Street, Village of Macedon, County of Wayne, New York
Tax Map Number: 62111-08-948968

ENVIRONMENTAL EASEMENT AREA DESCRIPTION
Reference Instrument #R9069942, Wayne County Clerk's Office

ALL THAT TRACT OR PARCEL OF LAND, SITUATE in the Village of Macedon, Town of Macedon, County of Wayne, State of New York, and being part of Great Lot Twenty-nine (29), Township No. Twelve (12), Range No. Three (3) and being more particularly bounded and described as follows:

BEGINNING at a point in the northerly right-of-way line of Main Street, New York State Route 31, State Highway No. 8037 (width varies), said point being the Point of Beginning as delineated on Conveyance Map No. 1 as conveyed from Doyle to Wayne County and filed in the Wayne County Clerk's Office in Liber 329 of Deeds at Page 75, said point being marked in the field by a found monument 0.2 foot east;

Thence along the northerly right-of-way line of said Route 31 the following six (6) courses and distances: (1) North 19° 24' 58" West, a distance of twenty eight and seventy-six hundredths feet (28.76') to a point marked by a found monument 0.1 foot east, said point being the Terminal Point of Course Number One (1) as delineated on said Conveyance Map No. 1; Thence (2) South 76° 49' 02" West, a distance of one hundred fifty nine and eighteen hundredths feet (159.18') to a point, said point being the Terminal Point of Course Number Two (2) as delineated on said Conveyance Map No. 1; Thence (3) South 86° 41' 02" West, a distance of fifty seven and forty-one hundredths feet (57.41') to a point marked by a found monument; Thence (4) South 87° 19' 32" West, a distance of one hundred sixty eight and ninety-two hundredths feet (168.92') to a point marked by a found monument 0.1 foot west; Thence (5) South 88° 00' 22" West, a distance of one hundred ninety two and seventy-one hundredths feet (192.71') to a point; Thence (6) South 77° 10' 48" West, a distance of forty seven and seventy-two hundredths feet (47.72') to a point marked by a found monument at the intersection of the northerly right-of-way line of Route 31 with the easterly right-of-way line of Route 350, said point being the Point of Beginning as delineated on Parcel Conveyance Map No. 1-C, Parcel 25 as conveyed by the New York State Department of Public Works to Mobil Oil Corporation and filed in the Wayne County Clerk's Office in Liber 584 of Deeds at Page 395;

Thence along the easterly right-of-way line of said Route 350 the following seven (7) courses and distances: (1) North 63° 38' 09" West, a distance of sixty one and thirty-five hundredths feet (61.35') to a point marked by a found monument, said point being the Terminal Point of Course Number One (1) as delineated on said Conveyance Map No. 1-C, Parcel 25; Thence (2) North 24° 19' 06" West, a distance of two hundred fifty three and seventy-five hundredths feet (253.75') to a point, said point being the Terminal Point of Course Number Two (2) as delineated on said Conveyance Map No. 1-C, Parcel 25, said point also being the Point of Beginning as delineated on Appropriation Map No. 6-R1, Parcel No. 8 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office and the offices of the New York State Department of Public Works, District Office No. 3, Syracuse, New York; Thence (3) North 33° 36' 28" West, a distance of seventy eight and twenty-three hundredths feet (78.23') to a point marked by a found granite monument, said point being the Terminal Point of Course Number Three (3) of said Appropriation Map No. 6-R1, Parcel No. 8, said point also being the Point of

Beginning as delineated on Appropriation Map No. 7, Parcel No. 10 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office and the offices of the New York State Department of Public Works, District Office No. 3, Syracuse, New York; Thence (4) North 39° 44' 57" West, a distance of fifty eight and twenty-two hundredths feet (58.22') to a point marked by a found monument 0.2 foot south, said point being the Terminal Point of Course Number Two (2) as delineated on said Appropriation Map No. 7, Parcel No. 10, said point also being the Terminal Point of Course Number Five (5) as delineated on Appropriation Map No. 4, Parcel No. 6 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office and the offices of the New York State Department of Public Works, District Office No. 3, Syracuse, New York; Thence (5) North 40° 10' 19" West, a distance of one hundred fifty three and forty-seven hundredths feet (153.47') to a point marked by a found monument 0.2 foot south, said point being the Terminal Point of Course Number Four (4) as delineated on said Appropriation Map No. 4, Parcel No. 6, said point also being the Point of Beginning as delineated on Appropriation Map No. 16, Parcel No. 22 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office and the offices of the New York State Department of Public Works, District Office No. 3, Syracuse, New York; Thence (6) North 29° 54' 43" West, a distance of nineteen and sixty-five hundredths feet (19.65') to a point marked by a found monument 0.8 foot south, said point being the Terminal Point of Course Number Three (3) as delineated on said Appropriation Map No. 16, Parcel No. 22, said point also being the Point of Beginning as delineated on Appropriation Map No. 9, Parcel No. 12 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office in Liber 527 of Deeds at Page 93; Thence (7) North 23° 28' 55" West, a distance of fifty one and thirty-six hundredths feet (51.36') to a point, said point being the Terminal Point of Course Number Two (2) as delineated on said Appropriation Map No. 9, Parcel No. 12, said point also being in the southerly line of lands now or formerly of the New York State Barge Canal;

Thence along the said southerly line of lands now or formerly of the New York State Barge Canal the following eight (8) courses and distances: (1) North 83° 26' 32" East, a distance of fifty and twenty hundredths feet (50.20') to a point; Thence (2) North 84° 35' 42" East, a distance of one hundred thirty two and zero hundredths feet (132.00') to a point marked by a found monument 0.1 foot east; Thence (3) North 71° 42' 40" East, a distance of sixty eight and seventy hundredths feet (68.70') to a point marked by a found monument 0.1 foot south; Thence (4) North 78° 36' 54" East, a distance of sixty four and eighty hundredths feet (64.80') to a point; Thence (5) North 84° 35' 32" East, a distance of two hundred sixty four and zero hundredths feet (264.00') to a point; Thence (6) North 85° 19' 02" East, a distance of three hundred two and fifty-one hundredths feet (302.51') to a point; Thence (7) South 04° 40' 58" East, a distance of forty one and ninety-one hundredths feet (41.91') to a point; Thence (8) North 84° 29' 02" East, a distance of two hundred six and forty-six hundredths feet (206.46') to a point, said point being at the division line between the lands of Berry Plastics Corporation (reputed owners) on the west and the lands of Pliant Corporation (reputed owners) on the east;

Thence along the last mentioned division line, the following twenty three (23) courses and distances: (1) South 13° 24' 58" East, a distance of thirteen and thirty-nine hundredths feet (13.39') to a point; Thence (2) South 76° 35' 02" West, along the edge of the upper concrete pad for Silos 7, 8 and 9 and the edge of pad of Silos 31 and 32, a distance of thirty six and zero hundredths feet (36.00') to a point; Thence (3) South 13° 24' 58" East, continuing along the edge of concrete pad and between Silos 9 and 4, a distance of sixteen and zero hundredths feet (16.00') to a point; Thence (4) North 76° 35' 02" East, along the southerly edge of said concrete pad for Silos 7, 8 and 9, a distance of twenty eight and seventy hundredths feet (28.70') to a point; Thence (5) South 13° 51' 58" East, through the wall of an existing building, a distance of nineteen and fifty-one

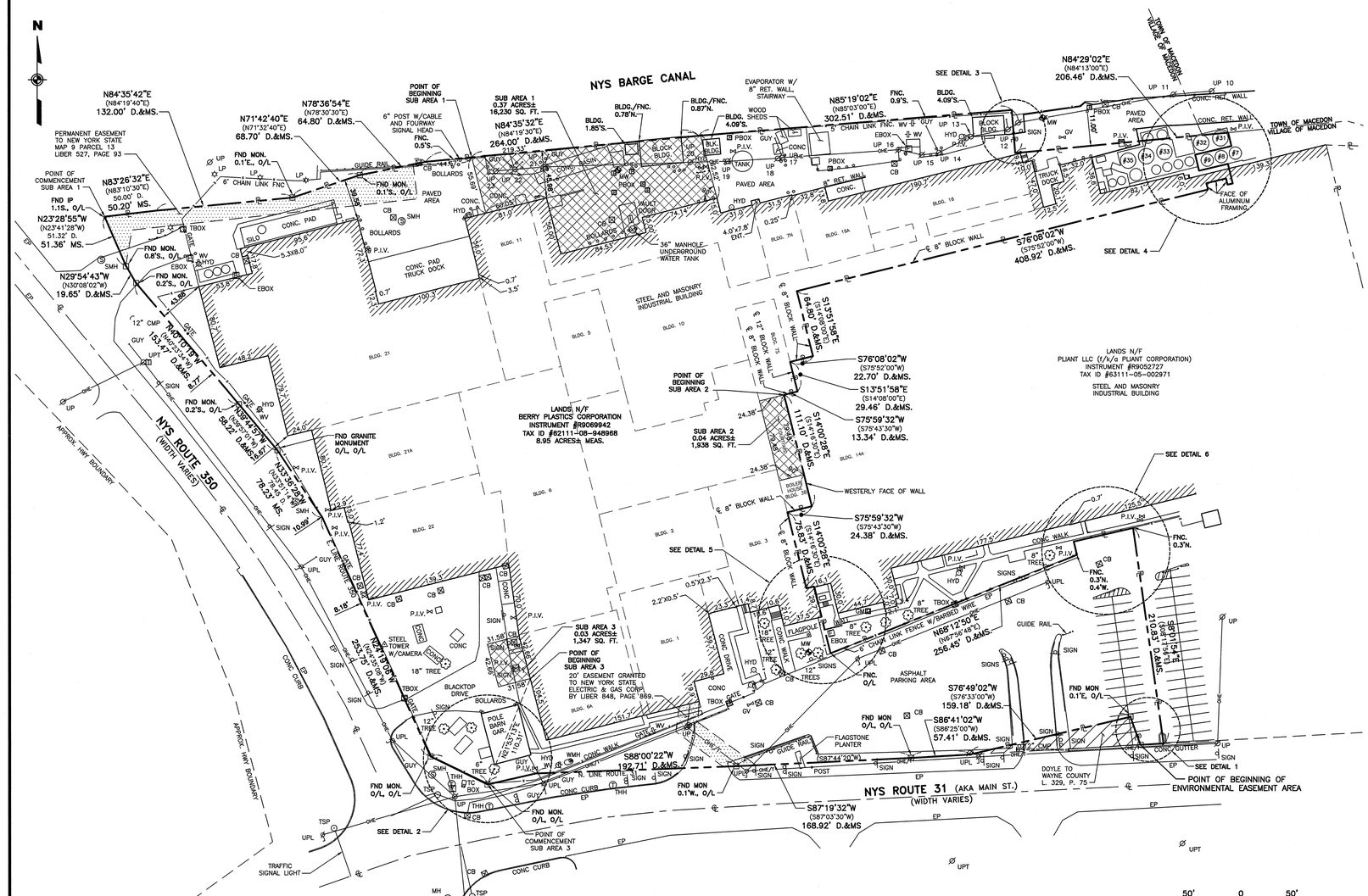
hundredths feet (19.51') to a point in the center of an 8 inch block wall; Thence (6) South 76° 08' 02" West, along the centerline of the said 8 inch block wall, a distance of five and twenty-one hundredths feet (5.21') to a point on the easterly face of aluminum framing; Thence (7) North 13° 51' 58" West, along said easterly face of aluminum framing, a distance of six and twenty-five hundredths feet (6.25') to the northeasterly corner thereof; Thence (8) South 76° 08' 02" West, along the northerly face of said aluminum framing, a distance of nineteen and forty hundredths feet (19.40') to the northwesterly corner thereof; Thence (9) South 13° 51' 58" East, along the westerly face of said aluminum framing, a distance of six and twenty-five hundredths feet (6.25') to a point in the center of the previously mentioned 8 inch block wall; Thence (10) South 76° 08' 02" West, along the centerline of said wall, a distance of four hundred eight and ninety-two hundredths feet (408.92') to a point; Thence (11) South 13° 51' 58" East, along the centerline of an 8 inch block wall, a distance of sixty four and eighty hundredths feet (64.80') to a point; Thence (12) South 76° 08' 02" West, along the centerline of an 8 inch block wall, a distance of twenty two and seventy hundredths feet (22.70') to a point; Thence (13) South 13° 51' 58" East, along the centerline of a 12 inch block wall, a distance of twenty nine and forty-six hundredths feet (29.46') to a point in the center of an 8 inch block wall; Thence (14) South 75° 59' 32" West, along the centerline of said 8 inch block wall, a distance of thirteen and thirty-four hundredths feet (13.34') to a point on the westerly face of an existing wall; Thence (15) South 14° 00' 28" East, along said westerly face of wall, a distance of one hundred eleven and ten hundredths feet (111.10') to a point in the center of an 8 inch block wall; Thence (16) South 75° 59' 32" West, along the centerline of said 8 inch block wall, a distance of twenty four and thirty-eight hundredths feet (24.38') to a point; Thence (17) South 14° 00' 28" East, along the centerline of an 8 inch block wall, a distance of seventy five and eighty-three hundredths feet (75.83') to a point; Thence (18) North 75° 59' 32" East, along the centerline of an 8 inch block wall, a distance of seven and fifty hundredths feet (7.50') to a point; Thence (19) South 14° 00' 28" East, along the centerline of an 8 inch block wall, and continuing beyond the exterior of the existing building, a total distance of sixty six and seventy hundredths feet (66.70') to a point on line, more or less, of an existing 6 foot chain link fence with barbed wire; Thence (20) North 68° 12' 50" East, a distance of two hundred fifty six and forty-five hundredths feet (256.45') to a point; Thence (21) North 14° 03' 34" West, a distance of thirteen and twenty-four hundredths feet (13.24') to a point; Thence (22) North 77° 05' 29" East, a distance of fifty eight and ninety-eight hundredths feet (58.98') to a point; Thence (23) South 08° 01' 54" East, along the centerline of a driving lane between parking rows, a distance of two hundred ten and eighty-three hundredths feet (210.83') to a point in the first mentioned northerly right-of-way line of Route 31;

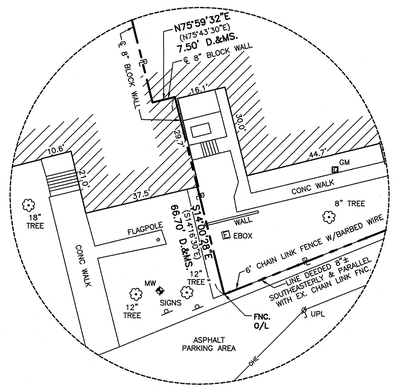
Thence South 86° 47' 42" West, along said right-of-way line, a distance of twenty two and thirty-four hundredths feet (22.34') to the point or place of beginning, containing 8.95 acres of land, more or less.

BEING AND HEREBY intending to describe the premises conveyed to Covalence Specialty Materials Corp. (now Berry Plastics Corporation) in deed dated February 16, 2006 and recorded March 28, 2006 in the County of Wayne under instrument no. R9069942.

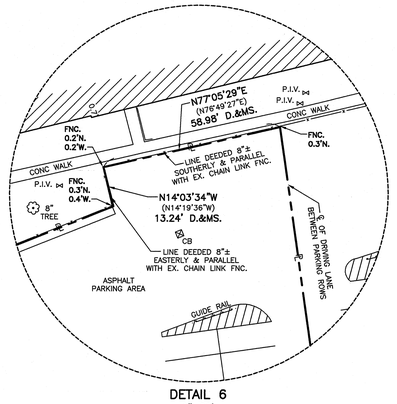
Bearings are referenced to the New York State Plane Coordinate System (Central Zone).

SURVEY

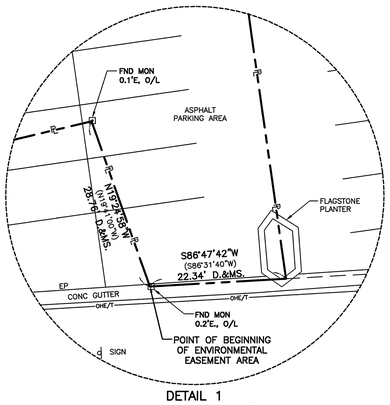




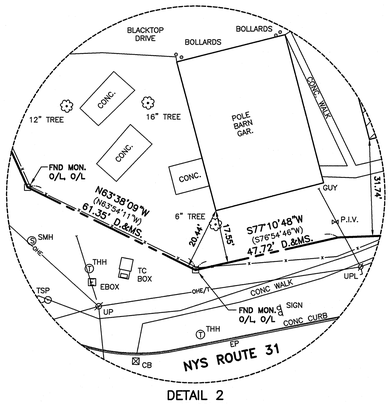
DETAIL 5
1"=20'



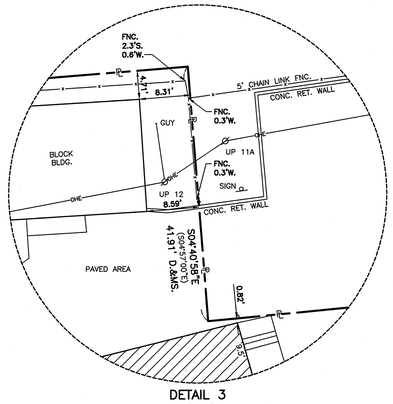
DETAIL 6
1"=20'



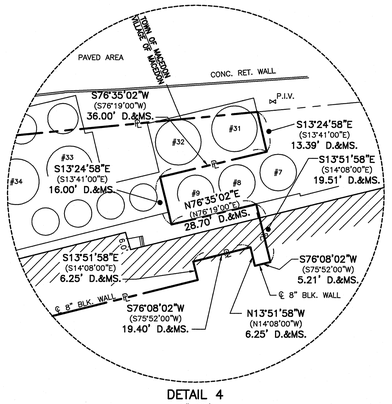
DETAIL 1
1"=10'



DETAIL 2
1"=20'



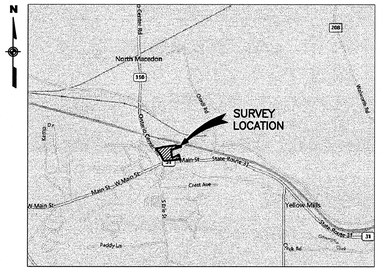
DETAIL 3
1"=10'



DETAIL 4
1"=20'

NOTES

1) SEE DWG 2 OF 2 FOR ADDITIONAL NOTES, RECORD LEGAL DESCRIPTION & ENVIRONMENTAL EASEMENT AREA DESCRIPTION



SITE VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

N.	NORTH	EP	EDGE OF PAVEMENT
S.	SOUTH	EXIST.	EXISTING
W.	WEST	UP	UTILITY POLE
E.	EAST	UPT	UTILITY POLE W/ TRANSFORMER
℄	PROPERTY LINE	UPL	UTILITY POLE W/LIGHT
D.	DEED	OHE	OVERHEAD ELECTRIC
MS.	MEASURED	OHE/T	OVERHEAD ELECTRIC & TELEPHONE
NO.	NUMBER	IP	IRON PIPE
MON.	MONUMENT	CONC.	CONCRETE
O/L	ON LINE		

LEGEND

SMH Ⓢ	SANITARY MANHOLE	UPL	UTILITY POLE W/LIGHT
THH Ⓣ	TRAFFIC HANDHOLE	UPT	UTILITY POLE W/TRANSFORMER
EBOX	ELECTRIC PULLBOX	PBOX	PULLBOX
TBOX	TELEPHONE BOX	GM	GAS METER
MH	MANHOLE (UNKNOWN TYPE)	GV	GAS VALVE
CB	CATCH BASIN/DI	WV	WATER VALVE
HYD	HYDRANT	P.I.V.	POST INDICATOR VALVE
LP	LIGHT POLE	OHE	OVERHEAD ELECTRIC
	SIGN	OHE/T	OVERHEAD ELECTRIC & TELEPHONE
	TREE		
∘	BOLLARD/POLE		FENCE
MW	MONITORING WELL	℄	PROPERTY LINE
UP	UTILITY POLE		GUIDE RAIL
WMH Ⓦ	WATER MANHOLE		

DEED(S) REFERENCES:

BEING AND HEREBY INTENDING TO DESCRIBE THE PREMISES CONVEYED TO COVALENCE SPECIALTY MATERIALS CORP. (NOW BERRY PLASTICS CORPORATION) IN DEED DATED FEBRUARY 16, 2006 AND RECORDED MARCH 28, 2006 IN THE COUNTY OF WAYNE UNDER INSTRUMENT NO. R9069942.

THIS SURVEY HAS BEEN REVISED WITH THE BENEFIT OF TITLE REPORT COMMITMENT NO. 201-121481, DATED NOVEMBER 4, 2012, PREPARED BY STEWART TITLE INSURANCE COMPANY.

NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83) AND WERE ESTABLISHED THROUGH GPS MEASUREMENTS.
2. ALL BEARINGS SHOWN AS (PARENTHETICAL) ARE REFERENCED TO TRUE NORTH PER BARGE CANAL MAPPING PREPARED BY THE STATE OF NEW YORK. PARENTHETICAL BEARINGS SHOWN HEREON ARE REFERENCED WITHIN THE RECORDED TITLE DOCUMENTS AND ARE SHOWN FOR REFERENCE PURPOSES ONLY.
3. PROPERTY TITLE REFERENCE AS FOLLOWS:
   112 MAIN STREET, MACEDON, WAYNE COUNTY, NEW YORK
   INSTRUMENT #R9069942, DATED FEBRUARY 16, 2006 AND FILED IN THE WAYNE COUNTY CLERKS OFFICE ON MARCH 28, 2006.
4. THE PROPERTY IS KNOWN AS FOLLOWS:
   112 MAIN STREET, VILLAGE OF MACEDON
   TAX MAP SECTION 62111, BLOCK 08, LOT 948968
5. THE PROPERTY IS LOCATED IN ZONE B AND ZONE A7 PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MAP NUMBER 3608930001B, EFFECTIVE DATE SEPTEMBER 30, 1983.
6. THE PROPERTY IS LOCATED IN AN INDUSTRIAL ZONING DISTRICT. ZONING REQUIREMENTS ARE AS FOLLOWS:
   MINIMUM LOT SIZE: NONE
   MAXIMUM BUILDING HEIGHT: 48 FEET
   MAXIMUM BUILDING COVERAGE: 65%
   FRONT YARD SETBACK: 50 FEET
   REAR YARD SETBACK: 50 FEET
   SIDE YARD SETBACK: 25 FEET

ENGINEERING/INSTITUTIONAL CONTROLS

- NYSDEC Decision Document does not require any Engineering Controls for this Site and the SMP provides only for Institutional Controls.
- Compliance with the Environmental Easement and the SMP by the Grantor and the Grantor's successors and assigns.
- Agriculture or vegetable gardens on the site are prohibited.
- Within Sub-Areas 1, 2 and 3 only, shown on the ALTA/ACSM Land Title Survey, any future intrusive work that will encounter or disturb the remaining contamination will be performed in compliance with the Excavation Work Plan, attached as Appendix C to the SMP.
- As provided in the SMP, the site owner or remedial party will submit to NYSDEC a written statement that certifies, under penalty or perjury, that: (1) controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls were approved by the NYSDEC and (2) nothing has occurred that impairs the ability of the controls to protect public health and environment or that constitute a violation or failure to comply with the SMP.
- Land Use – the use and development of the site is limited to industrial uses only as defined by Title 6 of the New York Codes, Rules and Regulations, Subpart 375-1.8(g).

ALTA/ACSM LAND TITLE SURVEY

BERRY PLASTICS CORPORATION
112 MAIN STREET
VILLAGE OF MACEDON
WAYNE COUNTY, NEW YORK

FORMER MACEDON FILMS SITE
NYSDEC SITE No. C859025/BCA #B8-0669-04-06

SITUATE IN:
GREAT LOT NO. 29, TOWNSHIP NO. 12, RANGE NO. 3

To the People of the State of New York acting through its Commisioner of the Department of Environmental Conservation, Berry Plastics Corporation, Pactiv LLC (f/k/a Pactiv Corporation) and Stewart Title Insurance Company:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA, ACSM, and NSPS in 2005, and includes items 2, 3, 4, 6, 7(b)(1), 8, 10, 11(a), 13, and 14 of Table A thereof. Pursuant to the accuracy standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor licensed in the State of New York, the Relative Positional Accuracy of this survey does not exceed that which is specified therein. Title matters in this certification are as of the date of the title report.

Dated: 6 NOV 2012

Earle C. Newman, PLS — New York Professional Land Surveyor Lic. No. 49531

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

ENVIRONMENTAL EASEMENT AREA ACCESS

THE NYSDEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON AS PROVIDED IN THE ENVIRONMENTAL EASEMENT

THE ENGINEERING AND INSTITUTIONAL CONTROLS for the Easement are set forth in detail in the Site Management Plan ("SMP"). The SMP may be obtained from the New York State Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@gw.dec.state.ny.us.

No.	Date	Revision Description
1	11/4/12	REVISED PER NYSDEC COMMENTS

REVISIONS

URS Corporation
New York
77 Goodell Street
Buffalo, New York 14203
(716)856-5636 – (716)856-2545 fax

DRAWN BY: JJS | SCALE: AS SHOWN | DWG. 1 OF 2
CHECKED BY: ECN | DATE: JULY 2012

URS JOB NO. 11176356

THIS MAP VOID UNLESS EMBOSSED WITH NEW YORK STATE LICENSED LAND SURVEYORS SEAL EARLE C. NEWMAN NO. 49531

I:\11176356\CAD\Macedon Alta_Rev3.dwg 1:1 11/6/12-3, JJS

EASEMENTS AND RIGHTS OF WAY AFFECTING PARCEL

1) EASEMENT GRANTED TO NEW YORK STATE ELECTRIC & GAS CORPORATION, RECORDED JUNE 13, 1990 IN LIBER 848 OF DEEDS, AT PAGE 869.

2) EASEMENT GRANTED TO NEW YORK STATE ELECTRIC & GAS CORPORATION, RECORDED MARCH 11, 1959 IN LIBER 469 OF DEEDS, AT PAGE 561. (UNABLE TO PLOT)

3) PERMANENT EASEMENT FOR DRAINAGE TO THE STATE OF NEW YORK RECORDED IN LIBER 527 OF DEEDS, AT PAGE 93.

4) EASEMENT GRANTED TO NEW YORK STATE ELECTRIC & GAS CORPORATION, RECORDED MAY 2, 1961 IN LIBER 494 OF DEEDS, AT PAGE 528. (UNABLE TO PLOT)

5) EASEMENT GRANTED TO NEW YORK STATE ELECTRIC & GAS CORPORATION, RECORDED DECEMBER 2, 1963 IN LIBER 523 OF DEEDS, AT PAGE 305. (UNABLE TO PLOT)

6) EASEMENT GRANTED TO NEW YORK STATE ELECTRIC & GAS CORPORATION, RECORDED MARCH 22, 1950 IN LIBER 386 OF DEEDS, AT PAGE 166. (UNABLE TO PLOT)

7) EASEMENT GRANTED TO NEW YORK STATE ELECTRIC & GAS CORPORATION, RECORDED JULY 30, 1959 IN LIBER 474 OF DEEDS, AT PAGE 95. (DOES NOT AFFECT PARCEL)

8) COVENANTS AND RESTRICTIONS AS CONTAINED IN DEED RECORDED NOVEMBER 19, 1964 IN LIBER 550 OF DEEDS, AT PAGE 31. (UNABLE TO PLOT)

9) TERMS AND CONDITIONS OF EASEMENT AGREEMENT DATED NOVEMBER 17, 1995 BETWEEN MOBIL OIL CORPORATION AND HUNTSMAN DESIGN PACKAGING CORPORATION RECORDED NOVEMBER 17, 1995 IN LIBER 913 OF DEEDS, AT PAGE 272. (UNABLE TO PLOT)

10) COVENANTS CONTAINED IN DEED RECORDED MARCH 21, 1960 IN LIBER 480 OF DEEDS, AT PAGE 495. (UNABLE TO PLOT)

11) EASEMENT GRANTED TO NEW YORK STATE ELECTRIC & GAS CORPORATION, RECORDED APRIL 12, 1950 IN LIBER 386 OF DEEDS, AT PAGE 270. (UNABLE TO PLOT)

12) TERMS AND CONDITIONS OF RECIPROCAL EASEMENT AGREEMENT DATED AUGUST 10, 1999 BETWEEN MOBIL OIL CORPORATION AND TENNECO PACKAGING SPECIALTY AND CONSUMER PRODUCTS INC. RECORDED SEPTEMBER 20, 1999 IN LIBER 970 OF DEEDS, AT PAGE 225. (UNABLE TO PLOT)

ADDITIONAL REFERENCES USED IN BOUNDARY DETERMINATION

1) MAP ENTITLED "MOBIL OIL CORPORATION, BOUNDARY MAP (SHEET 1 OF 2)". PREPARED BY THE SEAR-BROWN GROUP, INC., LAST REVISED NOVEMBER 10, 1998, HAVING DRAWING NO. 12405 SU 5 AND FILED IN THE WAYNE COUNTY CLERK'S OFFICE ON SEPTEMBER 20, 1999, AS MAP NUMBER 24155B.

2) MAPPING PREPARED BY THE STATE OF NEW YORK FOR THE BARGE CANAL.

3) APPROPRIATION MAP NO. 1 FOR THE RECONSTRUCTION OF MAIN STREET, S.H. NO. 8037, DATED JUNE 21, 1939 AND RECORDED ON NOVEMBER 21, 1939 UNDER LIBER 329 OF DEEDS AT PAGE 75 IN THE WAYNE COUNTY CLERK'S OFFICE.

4) APPROPRIATION MAPS FOR MACEDON CONNECTION, N.Y.S. ROUTE 350, PREPARED BY THE NEW YORK STATE DEPARTMENT OF PUBLIC WORKS.

MAP NO.	PARCEL NO.
1	1
1–C	25
4	5 & 6
5	7
6R–1	8
7	10
9	12 & 13

5) A SET OF MAPS ENTITLED "MOBIL OIL CORPORATION, BOUNDARY MAP (SHEET 1 OF 3); MOBIL OIL CORPORATION, INSTRUMENT LOCATION MAP, (SHEET 2 OF 3); MOBIL OIL CORPORATION, INSTRUMENT LOCATION MAP, (SHEET 3 OF 3), PREPARED BY THE SEAR–BROWN GROUP, INC. AND FILED IN THE WAYNE COUNTY CLERK'S OFFICE AS MAP NUMBERS 22250, 22251 & 22252.

ENVIRONMENTAL EASEMENT AREA DESCRIPTION

ENVIRONMENTAL EASEMENT AREA DESCRIPTION
Reference Instrument #R9069942, Wayne County Clerk's Office

ALL THAT TRACT OR PARCEL OF LAND, SITUATE in the Village of Macedon, Town of Macedon, County of Wayne, State of New York, and being part of Great Lot Twenty–nine (29), Township No. Twelve (12), Range No. Three (3) and being more particularly bounded and described as follows:

BEGINNING at a point in the northerly right–of–way line of Main Street, New York State Route 31, State Highway No. 8037 (width varies), said point being the Point of Beginning as delineated on Conveyance Map No. 1 as conveyed from Doyle to Wayne County and filed in the Wayne County Clerk's Office in Liber 329 of Deeds at Page 75, said point being marked in the field by a found monument 0.2 foot east;

Thence along the northerly right–of–way line of said Route 31 the following six (6) courses and distances: (1) North 19° 24' 58" West, a distance of twenty eight and seventy–six hundredths feet (28.76') to a point marked by a found monument 0.1 foot east, said point being the Terminal Point of Course Number One (1) as delineated on said Conveyance Map No. 1; Thence (2) South 76° 49' 02" West, a distance of one hundred fifty nine and eighteen hundredths feet (159.18') to a point, said point being the Terminal Point of Course Number Two (2) as delineated on said Conveyance Map No. 1; Thence (3) South 86° 41' 02" West, a distance of fifty seven and forty–one hundredths feet (57.41') to a point marked by a found monument; Thence (4) South 87° 19' 32" West, a distance of one hundred sixty eight and ninety–two hundredths feet (168.92') to a point marked by a found monument 0.1 foot west; Thence (5) South 88° 00' 22" West, a distance of one hundred ninety two and seventy–one hundredths feet (192.71') to a point; Thence (6) South 77° 10' 48" West, a distance of forty seven and seventy–two hundredths feet (47.72') to a point marked by a found monument at the intersection of the northerly right–of–way line of Route 31 with the easterly right–of–way line of Route 350, said point being the Point of Beginning as delineated on Parcel Conveyance Map No. 1–C, Parcel 25 as conveyed by the New York State Department of Public Works to Mobil Oil Corporation and filed in the Wayne County Clerk's Office in Liber 584 of Deeds at Page 395;

Thence along the easterly right–of–way line of said Route 350 the following seven (7) courses and distances: (1) North 63° 38' 09" West, a distance of sixty one and thirty–five hundredths feet (61.35') to a point marked by a found monument, said point being the Terminal Point of Course Number One (1) as delineated on said Conveyance Map No. 1–C, Parcel 25; Thence (2) North 24° 19' 06" West, a distance of two hundred fifty three and seventy–five hundredths feet (253.75') to a point, said point being the Terminal Point of Course Number Two (2) as delineated on said Conveyance Map No. 1–C, Parcel 25, said point also being the Point of Beginning as delineated on Appropriation Map No. 6–R1, Parcel No. 8 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office and the offices of the New York State Department of Public Works, District Office No. 3, Syracuse, New York; Thence (3) North 33° 36' 28" West, a distance of seventy eight and twenty–three hundredths feet (78.23') to a point marked by a found granite monument, said point being the Terminal Point of Course Number Three (3) of said Appropriation Map No. 6–R1, Parcel No. 8, said point also being the Point of Beginning as delineated on Appropriation Map No. 7, Parcel No. 10 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office and the offices of the New York State Department of Public Works, District Office No. 3, Syracuse, New York; Thence (4) North 39° 44' 57" West, a distance of fifty eight and twenty–two hundredths feet (58.22') to a point marked by a found monument 0.2 foot south, said point being the Terminal Point of Course Number Two (2) as delineated on said Appropriation Map No. 7, Parcel No. 10, said point also being the Terminal Point of Course Number Five (5) as delineated on Appropriation Map No. 4, Parcel No. 6 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office and the offices of the New York State Department of Public Works, District Office No. 3, Syracuse, New York; Thence (5) North 40° 10' 19" West, a distance of one hundred fifty three and forty–seven hundredths feet (153.47') to a point marked by a found monument 0.2 foot south, said point being the Terminal Point of Course Number Four (4) as delineated on said Appropriation Map No. 4, Parcel No. 6, said point also being the Point of Beginning as delineated on Appropriation Map No. 16, Parcel No. 22 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office and the offices of the New York State Department of Public Works, District Office No. 3, Syracuse, New York; Thence (6) North 29° 54' 43" West, a distance of nineteen and sixty–five hundredths feet (19.65') to a point marked by a found monument 0.8 foot south, said point being the Terminal Point of Course Number Three (3) as delineated on said Appropriation Map No. 16, Parcel No. 22, said point also being the Point of Beginning as delineated on Appropriation Map No. 9, Parcel No. 12 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office in Liber 527 of Deeds at Page 93; Thence (7) North 23° 28' 55" West, a distance of fifty one and thirty–six hundredths feet (51.36') to a point, said point being the Terminal Point of Course Number Two (2) as delineated on said Appropriation Map No. 9, Parcel No. 12, said point also being in the southerly line of lands now or formerly of the New York State Barge Canal;

Thence along the said southerly line of lands now or formerly of the New York State Barge Canal the following eight (8) courses and distances: (1) North 83° 26' 32" East, a distance of fifty and twenty hundredths feet (50.20') to a point; Thence (2) North 84° 35' 42" East, a distance of one hundred thirty two and zero hundredths feet (132.00') to a point marked by a found monument 0.1 foot east; Thence (3) North 71° 42' 40" East, a distance of sixty eight and seventy hundredths feet (68.70') to a point marked by a found monument 0.1 foot south; Thence (4) North 78° 36' 54" East, a distance of forty four and eighty hundredths feet (64.80') to a point; Thence (5) North 84° 35' 32" East, a distance of two hundred sixty four and zero hundredths feet (264.00') to a point; Thence (6) North 85° 19' 02" East, a distance of three hundred two and fifty–one hundredths feet (302.51') to a point; Thence (7) South 04° 40' 58" East, a distance of forty one and ninety–one hundredths feet (41.91') to a point; Thence (8) North 84° 29' 02" East, a distance of two hundred six and forty–six hundredths feet (206.46') to a point, said point being at the division line between the lands of Berry Plastics Corporation (reputed owners) on the west and the lands of Pliant Corporation (reputed owners) on the east;

Thence along the last mentioned division line, the following twenty three (23) courses and distances: (1) South 13° 24' 58" East, a distance of thirteen and thirty–nine hundredths feet (13.39') to a point; Thence (2) South 76° 35' 02" West, along the edge of the upper concrete pad for Silos 7, 8 and 9 and the edge of pad of Silos 31 and 32, a distance of thirty six and zero hundredths feet (36.00') to a point; Thence (3) South 13° 24' 58" East, continuing along the edge of concrete pad and between Silos 9 and 4, a distance of sixteen and zero hundredths feet (16.00') to a point; Thence (4) North 76° 35' 02" East, along the southerly edge of said concrete pad for Silos 7, 8 and 9, a distance of twenty eight and seventy hundredths feet (28.70') to a point; Thence (5) South 13° 51' 58" East, through the wall of an existing building, a distance of nineteen and fifty–one hundredths feet (19.51') to a point in the center of an 8 inch block wall; Thence (6) South 76° 08' 02" West, along the centerline of the said 8 inch block wall, a distance of five and twenty–one hundredths feet (5.21') to a point on the easterly face of aluminum framing; Thence (7) North 13° 51' 58" West, along said easterly face of aluminum framing, a distance of six and twenty–five hundredths feet (6.25') to the northeasterly corner thereof; Thence (8) South 76° 08' 02" West, along the northerly face of said aluminum framing, a distance of nineteen and forty hundredths feet (19.40') to the northwesterly corner thereof; Thence (9) South 13° 51' 58" East, along the westerly face of said aluminum framing, a distance of six and twenty–five hundredths feet (6.25') to a point in the center of the previously mentioned 8 inch block wall; Thence (10) South 76° 08' 02" West, along the centerline of said wall, a distance of four hundred eight and ninety–two hundredths feet (408.92') to a point; Thence (11) South 13° 51' 58" East, along the centerline of an 8 inch block wall, a distance of sixty four and eighty hundredths feet (64.80') to a point; Thence (12) South 76° 08' 02" West, along the centerline of an 8 inch block wall, a distance of twenty two and seventy hundredths feet (22.70') to a point; Thence (13) North 13° 51' 58" West, along the centerline of a 12 inch block wall, a distance of twenty nine and forty–six hundredths feet (29.46') to a point in the center of an 8 inch block wall; Thence (14) South 75° 59' 32" West, along the centerline of said 8 inch block wall, a distance of thirteen and thirty–four hundredths feet (13.34') to a point on the westerly face of an existing wall; Thence (15) South 14° 00' 28" East, along said westerly face of wall, a distance of one hundred eleven and ten hundredths feet (111.10') to a point in the center of an 8 inch block wall; Thence (16) South 75° 59' 32" West, along the centerline of said 8 inch block wall, a distance of twenty four and thirty–eight hundredths feet (24.38') to a point; Thence (17) South 14° 00' 28" East, along the centerline of an 8 inch block wall, a distance of seventy five and eighty–three hundredths feet (75.83') to a point; Thence (18) North 75° 59' 32" East, along the centerline of an 8 inch block wall, a distance of seven and fifty hundredths feet (7.50') to a point; Thence (19) South 14° 00' 28" East, along the centerline of an 8 inch block wall, and continuing beyond the exterior of the existing building, a total distance of sixty six and seventy hundredths feet (66.70') to a point on line, more or less, of an existing 6 foot chain link fence with barbed wire; Thence (20) North 68° 12' 50" East, a distance of two hundred fifty six and forty–five hundredths feet (256.45') to a point; Thence (21) North 14° 03' 34" West, a distance of thirteen and twenty–four hundredths feet (13.24') to a point; Thence (22) North 77° 05' 29" East, a distance of fifty eight and ninety–eight hundredths feet (58.98') to a point; Thence (23) South 08° 01' 54" East, along the centerline of a driving lane between parking rows, a distance of two hundred ten and eighty–three hundredths feet (210.83') to a point in the first mentioned northerly right–of–way line of Route 31;

Thence South 86° 47' 42" West, along said right–of–way line, a distance of twenty two and thirty–four hundredths feet (22.34') to the point or place of beginning, containing 8.95 acres of land, more or less.

Thence South 86° 47' 42" West, along said right–of–way line, a distance of twenty two and thirty–four hundredths feet (22.34') to the point or place of beginning, containing 8.95 acres of land, more or less.

BEING AND HEREBY intending to describe the premises conveyed to Covalence Specialty Materials Corp. (now Berry Plastics Corporation) in deed dated February 16, 2006 and recorded March 28, 2006 in the County of Wayne under instrument no. R9069942.

Bearings are referenced to the New York State Plane Coordinate System (Central Zone).

ENVIRONMENTAL EASEMENT SUB AREA DESCRIPTIONS

SUB AREA 1

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE in the Village of Macedon, County of Wayne, State of New York, and being part of Great Lot Twenty–nine (29), Township No. Twelve (12), Range No. Three (3) and being more particularly bounded and described as follows:

Commencing at a point on the existing easterly right–of–way line of Route 350 (width varies) at the division line between the lands of Berry Plastics Corporation (reputed owners) on the south and the lands of the New York State Barge Canal (reputed owners) on the north, said point being the terminal point of course number two (2) as delineated on Parcel Appropriation Map No. 9, Parcel 12 as acquired in fee by the New York State Department of Public Works and filed in the Wayne County Clerk's Office in Liber 527 of Deeds at Page 93;

Thence easterly along the last mentioned division line the following five (5) courses and distances: (1) North 83° 26' 32" East, a distance of fifty and twenty hundreds feet (50.20') to a point; Thence (2) North 84° 35' 42" East, a distance of one hundred thirty two and zero hundredths feet (132.00') to a point; Thence (3) North 71° 42' 40" East, a distance of sixty eight and seventy hundredths feet (68.70') to a point; Thence (4) North 78° 36' 54" East, a distance of forty four and sixty–seven hundredths feet (64.80') to a point; Thence (5) North 84° 35' 32" East, a distance of forty four and sixty–seven hundredths feet (44.67') to the true point of place of beginning, said point being the northwesterly corner of the herein described parcel;

Thence southerly on a line perpendicular to an existing steel and masonry industrial building, a distance of fifty five and sixty–nine hundredths feet (55.69') to the northerly face of said building;

Thence along the northerly face of said building the following five (5) courses and distances: (1) easterly, a distance of sixty and five hundredths feet (60.05') to an exterior corner of said building; Thence (2) southerly, a distance of fifty six and zero hundredths feet (56.00') to an interior corner of said building; Thence (3) easterly, a distance of eighty four and fifty–three hundredths feet (84.53') to an interior corner of said building; Thence (4) northerly, a distance of fifteen and zero hundredths feet (15.00') to an exterior corner of said building; Thence (5) easterly, a distance of seventy four and fourteen hundredths feet (74.14') to an exterior corner of said building, said point being the southeasterly corner of the herein described parcel:

Thence northerly on a line perpendicular to the northerly face of said building, a distance of sixty two and fifty–two hundredths feet (62.52') to a point on the said southerly line of lands of the New York State Barge Canal;

Thence South 85° 19' 02" West, a distance of one and fifty–three hundredths feet (1.53') to a point;

Thence South 84° 35' 32" West, a distance of two hundred nineteen and thirty–three hundredths feet (219.33') to the point of place of beginning, containing 16,230 square feet or 0.37 acres of land, more or less.

SUB AREA 2

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE in the Village of Macedon, County of Wayne, State of New York, and being part of Great Lot Twenty–nine (29), Township No. Twelve (12), Range No. Three (3) and being more particularly bounded and described as follows:

Beginning at a point on the division line between the lands of Berry Plastics Corporation (reputed owners) on the west and the lands of Pliant LLC (f/k/a Pliant Corporation) (reputed owners) on the east, said division line being Course Number Thirty Six (36) of an Environmental Easement granted to New York State Department of Environmental Conservation, said point being the Terminal Point of Course Number Thirty Five (35) of said Environmental Easement, said point also being on the westerly face of a steel and masonry industrial building, identified as Building Number 14A, belonging to said Pliant LLC;

Thence southerly along the westerly face of said Building Number 14A, a distance of seventy nine and forty–eight hundredths feet (79.48') to a point, said point being the northeast corner of a concrete block building, identified as the Boiler House, Building Number 3B of said Berry Plastics;

Thence westerly on a line perpendicular to said existing steel and masonry industrial building, a distance of twenty four and thirty–eight hundredths feet (24.38') to the easterly face of a concrete block building, identified as Building Number 3 of said Berry Plastics;

Thence northerly along the easterly face of said Building Number 3 and continuing on an extension thereof, a distance of seventy nine and forty–eight hundredths feet (79.48') to a point on the southerly face of a concrete block building, identified as Building Number 7S of said Berry Plastics;

Thence easterly along the southerly face of said Building Number 7S, a distance of twenty four and thirty–eight hundredths feet (24.38') to the point or place of beginning, containing 1,938 square feet or 0.04 acres of land, more or less.

SUB AREA 3

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE in the Village of Macedon, County of Wayne, State of New York, and being part of Great Lot Twenty–nine (29), Township No. Twelve (12), Range No. Three (3) and being more particularly bounded and described as follows:

Commencing at a point at the intersection of the existing northerly right–of–way line of Route 31(width varies) with the easterly right–of–way line of Route 350 (width varies), said point being the point of beginning as delineated on Parcel Conveyance Map No. 1–C, Parcel 25 as conveyed by the New York State Department of Public Works to Mobil Oil Corporation and filed in the Wayne County Clerk's Office in Liber 584 of Deeds at Page 395;

Thence through the lands of Berry Plastics Corporation, North 21° 53' 13" East, a distance of one hundred ten and thirty–one hundredths feet (110.31') to a point on the westerly face of a steel and masonry industrial building, identified as Building Number 6A, belonging to said Berry Plastics;

Thence westerly on a line perpendicular to said Building Number 6A, a distance of thirty one and fifty–eight hundredths feet (31.58') to a point;

Thence northerly at right angles to last mentioned line, a distance of forty two and sixty–six hundredths feet (42.66') to a point;

Thence easterly at right angles to last mentioned line, a distance of thirty one and fifty–eight hundredths feet (31.58') to a point on the westerly face of said Building Number 6A;

Thence southerly along the westerly face of said Building Number 6A, a distance of forty two and sixty–six hundredths feet (42.66') to the point or place of beginning, containing 1,347 square feet or 0.03 acres of land, more or less.

RECORD LEGAL DESCRIPTION

PARCEL I: (Section: 62111, Block: 08, Lot: 948968), (Wayne County Clerk Instrument #R9069942)

All that tract or parcel of land, situate in the Village of Macedon, Town of Macedon, County of Wayne, State of New York, as shown on a map entitled "Mobil Oil Corporation, Boundary map (Sheet 1 of 2)", prepared by the Sear–Brown Group, Inc., last revised March 17, 1998, having Drawing No. 12405 SU 5 and a drawing entitled "Mobil Oil Corporation, Instrument Location Map (Sheet 2 of 2)" prepared by the Sear–Brown Group, Inc., last revised Nov. 10, 1998, having Drawing No. 12405 SU 6, and being more particularly bounded and described as follows:

BEGINNING at a point in the northerly right–of–way line of Main Street, New York State Route 31, State Highway No. 8037 (width varies), said point being at the southeasterly corner of a parcel of land conveyed to Wayne County by Doyle, as filed in the Office of the Clerk of Wayne County in Liber 329 of Deeds at Page 75, said point being marked in the field by a found monument 0.2 foot east;

THENCE the following six (6) courses and distances along the northerly right–of–way line of said Route 31:

1. North 19 degrees 41 minutes 00 seconds West, a distance of 28.76 feet to a point marked by a found monument 0.1 foot east;
2. South 76 degrees 33 minutes 00 seconds West, a distance of 159.18 feet to a point marked by a found monument 0.1 foot north and 0.2 foot east;
3. South 86 degrees 25 minutes 00 seconds West, a distance of 57.41 feet to a found monument;
4. South 87 degrees 03 minutes 30 seconds West, a distance of 168.92 feet to a point marked by a found monument 0.1 foot west;
5. South 87 degrees 44 minutes 20 seconds West, a distance of 192.71 feet to a point marked by a found 3/4 of an inch pipe 0.4 foot east; and
6. South 76 degrees 54 minutes 46 seconds West, a distance of 47.72 feet to a found monument in the easterly right–of–way line of NYS Route 350 (width varies), said point being the southeasterly corner of a parcel of land conveyed to Mobil Oil Corporation by the People of the State of New York on December 28, 1966 and filed in the Office of the Clerk of Wayne County in Liber 584 of Deeds at Page 396;

THENCE the following seven (7) courses and distances along the said easterly right–of–way line:

1. North 63 degrees 54 minutes 11 seconds West, a distance of 61.35 feet to a found monument;
2. North 24 degrees 35 minutes 08 seconds West, a distance of 253.75 feet to a point marked by a found 4 inch x 4 inch granite monument 0.8 foot south;
3. North 33 degrees 51 minutes 14 seconds West, a distance of 78.45 feet to a 4 inch x 4 inch granite monument;
4. North 39 degrees 57 minutes 01 seconds West, a distance of 58.22 feet to a point marked by a found monument 0.2 foot south;
5. North 40 degrees 23 minutes 34 seconds West, a distance of 153.47 feet to a point marked by a found monument 0.2 foot south;
6. North 30 degrees 08 minutes 02 seconds West, a distance of 19.65 feet to a point; and
7. North 23 degrees 41 minutes 28 seconds West, a distance of 51.32 feet to a point marked by a found monument 0.1 foot south and 0.1 foot east, said point being the southerly line of lands now or formerly of the New York State Barge Canal;

THENCE the following eight (8) courses and distances along said southerly line:

1. North 83 degrees 10 minutes 30 seconds East, a distance of 50.00 feet to a point marked by a found monument 0.1 foot east;
2. North 84 degrees 19 minutes 40 seconds East, a distance of 132.00 feet to a point marked by a found monument 0.1 foot south;
3. North 71 degrees 32 minutes 40 seconds East, a distance of 68.70 feet to a point marked by a found monument 0.1 foot south;
4. North 78 degrees 30 minutes 30 seconds East, a distance of 64.80 feet to a point;
5. North 84 degrees 19 minutes 30 seconds East, a distance of 264.00 feet to a point;
6. North 85 degrees 03 minutes 00 seconds East, a distance of 302.51 feet to a point marked by a found 3/8 of an inch rod in concrete 0.7 foot north and 0.1 foot west;
7. South 04 degrees 57 minutes 00 seconds East, a distance of 41.91 feet to a point marked by a found shaft 0.8 foot north and 0.1 foot west; and
8. North 84 degrees 13 minutes 00 seconds East, a distance of 206.46 feet to a point;

LEGAL DESCRIPTION CONT'D

THENCE the following twenty three (23) courses and distances through the lands now or formerly of Mobil Oil Corporation:

1. South 13 degrees 41 minutes 00 seconds East, a distance of 13.39 feet to a point;
2. South 76 degrees 19 minutes 00 seconds West, along the edge of the upper concrete pad for Silos 7, 8 and 9 and the edge of pad of Silos 31 and 32, a distance of 36.00 feet to a point;
3. South 13 degrees 41 minutes 00 seconds East, continuing along the edge of concrete pad and between Silos 9 and 4, a distance of 16.00 feet to a point;
4. North 76 degrees 19 minutes 00 seconds East, along the southerly edge of said concrete pad for Silos 7, 8 and 9, a distance of 28.70 feet to a point;
5. South 14 degrees 08 minutes 00 seconds East, through the wall of an existing building, a distance of 19.51 feet to a point in the center of an 8 inch block wall;
6. South 75 degrees 52 minutes 00 seconds West, along the centerline of the said 8 inch block wall, a distance of 5.21 feet to a point on the easterly face of aluminum framing;
7. North 14 degrees 08 minutes 00 seconds West, along said easterly face of aluminum framing, a distance of 6.25 feet to the northeasterly corner thereof;
8. South 75 degrees 52 minutes 00 seconds West, along the northerly face of said aluminum framing, a distance of 19.40 feet to the northwesterly corner thereof;
9. South 14 degrees 08 minutes 00 seconds East, along the westerly face of said aluminum framing, a distance of 6.25 feet to a point in the center of the previously mentioned 8 inch block wall;
10. South 75 degrees 52 minutes 00 seconds West, along the centerline of said wall, a distance of 408.92 feet to a point;
11. South 14 degrees 08 minutes 00 seconds East, along the centerline of an 8 inch block wall, a distance of 64.80 feet to a point;
12. South 75 degrees 52 minutes 00 seconds West, along the centerline of an 8 inch block wall, a distance of 22.70 feet to a point;
13. South 14 degrees 08 minutes 00 seconds East, along the centerline of a 12 inch block wall, a distance of 29.46 feet to a point in the center of an 8 inch block wall;
14. South 75 degrees 43 minutes 30 seconds West, along the centerline of said 8 inch block wall, a distance of 13.34 feet to a point on the westerly face of an existing wall;
15. South 14 degrees 16 minutes 30 seconds East, along said westerly face of wall, a distance of 111.10 feet to a point in the center of an 8 inch block wall;
16. South 75 degrees 43 minutes 30 seconds West, along the centerline of said 8 inch block wall, a distance of 24.38 feet to a point;
17. South 14 degrees 16 minutes 30 seconds East, along the centerline of an 8 inch block wall, a distance of 75.83 feet to a point;
18. North 75 degrees 43 minutes 30 seconds East, along the centerline of an 8 inch block wall, a distance of 7.50 feet to a point;
19. South 14 degrees 16 minutes 30 seconds East, along the centerline of an 8 inch block wall, and continuing beyond the exterior of the existing building, a total distance of 66.70 feet to a point lying 8 inches, more or less, southeasterly of an existing 6 foot chain link fence with barbed wire;
20. North 67 degrees 56 minutes 48 seconds East, along a line which is parallel with and 8 inches, more or less, southeasterly of said chain link fence, a distance of 256.45 feet to a point;
21. North 14 degrees 19 minutes 36 seconds West, along a line which is parallel with and 8 inches, more or less, easterly of said chain link fence, a distance of 13.24 feet to a point;
22. North 76 degrees 49 minutes 27 seconds East, along a line which is parallel with and 8 inches, more or less, southerly of said chain link fence, a distance of 58.98 feet to a point; and
23. South 08 degrees 17 minutes 56 seconds East, along the centerline of a driving lane between parking rows, a distance of 210.83 feet to a point in the first mentioned northerly right–of–way line of Route 31;

THENCE South 86 degrees 31 minutes 40 seconds West, along said right–of–way line, a distance of 22.34 feet to the point or place of BEGINNING.

Bearings are referenced to True North per Barge Canal Mapping prepared by the State of New York.

ALTA/ACSM LAND TITLE SURVEY

BERRY PLASTICS CORPORATION
112 MAIN STREET
VILLAGE OF MACEDON
WAYNE COUNTY, NEW YORK

FORMER MACEDON FILMS SITE
NYSDEC SITE No. C859025/BCA #B8–0669–04–06

SITUATE IN:
GREAT LOT NO. 29, TOWNSHIP NO. 12, RANGE NO. 3

To the People of the State of New York acting through its Commisioner of the Department of Environmental Conservation, Berry Plastics Corporation, Pactiv LLC (f/k/a Pactiv Corporation) and Stewart Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA, ACSM, and NSPS in 2005, and includes items 2, 3, 4, 6, 7(b)(1), 8, 10, 11(a), 13, and 14 of Table A thereof. Pursuant to the accuracy standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor licensed in the State of New York, the Relative Positional Accuracy of this survey does not exceed that which is specified therein. Title matters in this certification are as of the date of the title report.

Dated:

Earle C. Newman, PLS New York Professional Land Surveyor Lic. No. 49531

WARNING:
IT IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON OTHER THAN WHOSE SEAL APPEARS ON THIS DRAWING, TO ALTER IN ANY WAY AN ITEM ON THIS DRAWING. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

No.	Date	Revision Description
1	11/4/12	REVISED PER NYSDEC COMMENTS

REVISIONS

URS Corporation
New York
77 Goodell Street
Buffalo, New York 14203
(716)856–5636 – (716)856–2545 fax

DRAWN BY: JJS SCALE: AS SHOWN DWG. 2 OF 2
CHECKED BY: ECN DATE: JULY 2012

URS JOB NO. 11176356

THIS MAP VOID UNLESS EMBOSSED WITH NEW YORK STATE LICENSED LAND SURVEYORS SEAL
EARLE C. NEWMAN NO. 49531

J:\11176356\CAD\Macedon Alta_Rev3.dwg 11/6/12–2, JJS

APPENDIX B

Monitoring Well Boring and Construction Logs and Well Decommissioning Documentation

URS - Macedon Films Site Boundary
Macedon, New York
Monitoring Wells and Gauging Stations
Prepared By: Wendel Duchscherer
April 2005

Gauging Stations and Monitoring Wells

Coordinates			Elevations		
Designation	**North**	**East**	**Ground**	**Casing**	**Riser**
GS-1	2070.68	5364.40	449.15	449.15	n/a
GS-2	2143.31	4277.98	461.40	461.40	n/a
GS-3	2174.05	4513.67	462.34	462.34	n/a
MMW-1	1555.14	5019.14	455.39	455.39	454.88
MMW-2	2068.92	4756.70	456.25	456.25	456.05
MMW-3	2067.41	4810.18	457.03	457.03	456.61
MMW-4	2046.69	4891.35	454.69	454.69	454.22
MMW-5	2046.59	5304.99	453.06	453.06	452.90
MMW-6	2059.67	5108.74	454.90	454.90	454.50
MMW-7	1764.40	5023.03	456.08	456.08	455.85
MP-1	1635.52	4695.99	457.83	457.83	457.31

Horizontal Datum: Site Specific

Vertical Datum: NAVD88

Horizontal Locations for Monitoring Wells & Gauging Stations for the Project was obtained on 4/6/2005 by Wendel Duchscherer

GEOLOGIC DRILL LOG

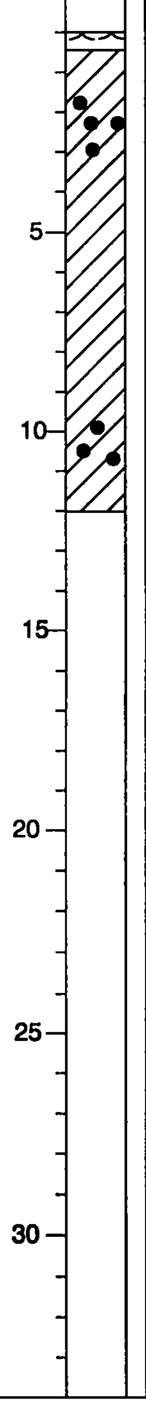
PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-182-152	1 of 1	**MSB-1**

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon, NY	N 1259.81 / E 3063.89	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/25/99	10/25/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	12.0

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	--	5	--	96.9 Plant	⊻ 7/ --	-- / --

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / --	Units = Feet HNu bkg=1.0ppm



SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
	–	–	–	(0-2')	AUGERED THROUGH GRASS SURFACE - NO SAMPLES	
1	24/12	4,12,4,12	3.0	(2-4')	DRY, BROWN FINE TO MEDIUM SAND (loose) WITH WELL ROUNDED, LARGE GRAVEL AND PEBBLES [POOR RECOVERY]	COLLECTED SOIL SAMPLES AT 8-10', FOR VOC, SVOC, RCRA METAL, GRO, DRO ANALYSIS
2	24/24	4,5,5,3	20	(4-6')	AS ABOVE GRADING TO BLACK FINE SAND, NO GRAVEL (loose and moist)	
3	24/12	4,4,4,4	60	(6-8')	AS ABOVE GRADING TO BLACK TO DARK GREY FINE SAND (plasticity and moisture increasing with depth) - STRONG PETROLEUM ODOR	
4	24/24	1,1,1,9	150	(8-10')	AS ABOVE - WET AT 7' BGS	
5	24/10	9,10, 15,12	75	(10-12')	AS ABOVE GRADING TO DENSE, MEDIUM TO FINE BROWN SAND WITH TRACE ANGULAR GRAVEL (wet)	
					TERMINATED BORING AT 12 FEET BELOW GRADE	

GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-182-152	1 of 1	MSB-2

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon, NY	N 1261.76 / E 3073.36	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/25/99	10/25/99	Marcor Environmetnal	CME 85, 4-1/4" HS Augers	6-1/4"	12.0

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	–	5	–	97.0 Plant	▼ 7/ –	– / –

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / –	Units = Feet; HNu bkg=1.0ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
	–	–	–	(0-2')	AUGERED THROUGH GRASS SURFACE - NO SAMPLES	
1	24/12	2,4,5,4	20	(2-4')	DARK BROWN SILTY CLAY (stiff) GRADING TO FINE SAND AND SILT (moist with slight petroleum odor in foot)	COLLECTED SOIL SAMPLES AT 8-10', FOR VOC, SVOC, RCRA METAL, GRO, DRO ANALYSIS
2	24/24	2,2,3,6	20	(4-6')	AS ABOVE GRADING TO LIGHT BROWN FINE SAND (medium dense)	
3	24/3	6,6,7,5	40	(6-8')	AS ABOVE (slightly plastic with petyroleum odor) GRADING TO LOOSE MEDIUM AND COARSE SAND (moisture increasing with depth) ▼	
4	24/12	1,1,1,37	120	(8-10')	AS ABOVE (wet) GRADING TO BLACK FINE SAND AND SILT (plastic)	
5	24/10	15,20,50	80	(10-12')	AS ABOVE WITH SOME ANGULAR GRAVEL GRADING TO FINE SAND AND NO GRAVEL	
					AUGER REFUSAL AT 12 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

MAC:79 13:GE-1 DWG

Dames & Moore

GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-182-152	1 of 1	MSB-3

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon, NY	N 1247.24 / E 3159.10	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/21/99	10/21/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	16

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	--	7	--	94.86 Plant	▽ 9/ --	-- / --

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / --	Units = Feet; HNu bkg=1.0ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
	--	--	--	(0-2')	AUGERED THROUGH ASPHALT SURFACE - TOPSOIL MATERIAL - NO SAMPLES	
1	24/12	2,1,2,4	2	(2-4')	MOIST RED-BROWN , MEDIUM TO FINE SAND GRADING TO BROWN MEDIUM SAND (slightly plastic)	COLLECTED SOIL SAMPLES AT 8-10', FOR VOC, SVOC, RCRA METAL, GRO, DRO ANALYSIS
2	24/24	2,2,3,3	20	(4-6')	AS ABOVE GRADING TO COARSE BROWN SAND (medium dense and moist)	
3	24/12	3,5,7,6	200	(6-8')	AS ABOVE WITH SOME ANGULAR GRAVEL - LAST 3" CONTAINED BLACK FINE SAND AND SILT (plastic and soft with strong petroleum odor)	
4	24/12	2,6,14,15	700	(8-10')	AS ABOVE (wet) GRADING TO MEDIUM SAND WITH SOME GRAVEL (odor present) ▽	
5	24/6	2,13, 22,13	250	(10-12')	AS ABOVE WITH COARSE BROWN SAND (loose)	
6	24/12	21,25, 27,29	400	(12-14')	AS ABOVE GRADING TO BROWN FINE SAND AND CLAY (stiff) IN LAST 3"	
7	24/3	22,50	350	(14-16')	AS ABOVE GRADING TO MEDIUM BROWN SAND	
					TERMINATED BORING AT 16 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

GRAPHIC LOG

IAC:115 CO:MSL

Dames & Moore

GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-182-152	1 of 1	MSB-4

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon, NY	N 1205.48 / E3154.96	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/20/99	10/20/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	8

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ELEV. GROUND WATER	DEPTH/ELEV. TOP OF ROCK
	--	4	-	93.82 Plant	▽ 8/ -	-- /--

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / --	Units = Feet HNu bkg=0 ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
1	24/6	2,2,2,2	2	(0-2')	AUGERED THROUGH ASPHALT SURFACE - FINE SAND AND ANGULAR GRAVEL (moist) [POOR RECOVERY]	COLLECTED SOIL SAMPLES AT 4-6' FOR VOC, SVOC, RCRA METAL, GRO, DRO ANALYSIS
2	24/24	2,2,2,2	10	(2-4')	AS ABOVE WITH LAST 3" BROWN MEDIUM SAND, NO GRAVEL WITH STRONG PETROLEUM ODOR (loose and moist)	
3	24/12	4,5,12,9	50	(4-6')	AS ABOVE GRADING TO BLACK MEDIUM SAND WITH PRODUCT AT 5 FEET BELOW GRADE (moist, strong petroleum odor)	
4	24/3	8,50	2	(6-8')	GREY MEDIUM SAND AND ANGULAR GRAVEL GRADING TO FINE BROWN SAND (dense and wet in foot)	
					▽ AUGER REFUSAL AT 8 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

GRAPHIC LOG

GEOLOGIC DRILL LOG

PROJECT: Pactiv	PROJECT NUMBER: 32324-181-152	SHEET NO.: 1 of 1	HOLE NUMBER: **MSB-5**	
SITE: Macedon NY	COORDINATES: N 1216.67 / E 3172.64	LOGGED BY: J. Christy	CHECKED BY: D. Porterfield	
BEGUN: 10/20/99	COMPLETED: 10/20/99	DRILLER: Marcor Environmental	DRILLING EQUIPMENT: CME 85, 4-1/4" HS Augers	BORING DIA.: 6-1/4" / TOTAL DEPTH: 16
CORE RECOVERY (FT./%):	CORE BOXES: --	SAMPLES: 8	CASING STICKUP: --	GROUND ELEV.: 94.36 Plant
DEPTH/ ELEV. GROUND WATER: ☿ 10/ --	DEPTH/ ELEV. TOP OF ROCK: -- / --			
SAMPLE TYPE: 2" x 2' Standard Split Spoon	CASING DIA/LENGTH: 2" / —	NOTES: Units = Feet	HNu bkg=1.0ppm	

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
1	24/3	4,5,5,5	BKG	(0-2')	AUGERED THROUGH ASPHALT SURFACE (2 FEET)- LOOSE COARSE BROWN SAND AND GRAVEL (moist)	
2	24/18	6,7,9,9	5	(2-4')	AS ABOVE GRADING TO MEDIUM SAND	SOIL SAMPLES COLLECTED AT 12-14' FOR VOC, SVOC, RCRA METALS, GRO AND DRO ANALYSIS
3	24/24	4,3,5,3	BKG	(4-6')	AS ABOVE (loose)	
4	24/3	4,5,6,7	BKG	(6-8')	MEDIUM BROWN SAND (increasing moisture with depth) - LAST 2" BLACK SAND WITH SLIGHT PETROLEUM ODOR	
5	24/12	8,14, 16,26	5	(8-10')	DARK GREY MEDIUM SAND (loose and moist) GRADING TO COARSE SAND AND ROUNDED GRAVEL (wet in foot)	
6	24/10	9,16, 21,22	7	(10-12')	☿ AS ABOVE (medium dense and wet)	
7	24/12	12,14, 2,7	10	(12-14')	AS ABOVE GRADING TO FINE BROWN SAND AND SILT (slightly plastic, wet grading to moist)	
8	24/12	5,9,16,19	BKG	(14-16')	AS ABOVE WITH NO ODOR GRADING TO HARD BROWN CLAY WITH SOME ROUNDED GRAVEL	
					AUGER REFUSAL AT 16 FEET BELOW GRADE	

GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Tenneco Packaging	32324-182-152	1 of 1	**MSB-6**

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon, NY		J. Christy	

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/22/99	10/22/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	4.0

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	–	2	–	xxx.xx Plant	▽ –/–	– / –

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	–/–	Units = Feet; HNu bkg=1.0ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
1	24/6	1,3,3,5	BKG	(0-2')	AUGERED THROUGH GRASS SURFACE - DARK BROWN SOIL WITH SOME ORGANICS GRADING TO DENSE FINE BROWN SAND AND SILT	
2	24/24	2,2,2,1	BKG	(2-4')	AS ABOVE	COLLECTED SOIL SAMPLES AT 4' FOR MERCURY ANALYSIS
					TERMINATED BORING AT 4 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

GRAPHIC LOG

GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Tenneco Packaging	32324-182-152	1 of 1	MSB-7

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon, NY		J. Christy	

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/22/99	10/22/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	4.0

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	--	2	--	xxx.xx Plant	▽ -/-	-- / --

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	-- / --	Units = Feet; HNu bkg=1.0ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
1	24/12	1,2,3,4	BKG	(0-2')	AUGERED THROUGH GRASS SURFACE - DARK BROWN SOIL WITH SOME ORGANICS GRADING TO DENSE FINE BROWN SAND AND SILT	
2	24/24	2,1,3,1	BKG	(2-4')	AS ABOVE	COLLECTED SOIL SAMPLES AT 4' FOR MERCURY ANALYSIS
					TERMINATED BORING AT 4 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

GRAPHIC LOG

VAC:119 CO:MSL

Dames & Moore

BORING LOG

URS

Clifton Park, New York

PACTIV
Macedon, New York

PROJECT: Macedon Films Site
DATE: 2/15/05
BORING LOCATION: Not Surveyed
BORING DIAMETER: 8.25 inches
BORING DEPTH: 9 Feet

BORING NO.: MSB-8
ELEVATION: Not Surveyed
SAMPLE TYPE: 2" x 2' Split Spoon
METHOD OF DRILLING: Hollow Stem Auger
SURFACE CONDITIONS: Asphalt

Depth / Elevation	Soil Symbols	USCS Code and Soil Description	Sample Depth (ft bg)	Driven/ Recovery (in.)	PID (ppm)	Blows per 6 in.	Well Construction	Well Description
0 — 0		GP: Brown SANDY GRAVEL, moist.	0-2	24/8	2.4	NA		**Boring backfilled with bentonite chips.**
		SW: Brown medium SAND, trace fine gravel, wet.	2-4	24/16	0	NA		
5 — -5		SW: Same as above, wet. Odor and sheen.	4-6	24/18	26.2	NA		
		SP: Greyish brown fine SAND, trace gravel, wet. Odor and sheen.	6-8	24/15	69.1	NA		
		SW: Brown fine SAND, wet. Slight sheen. Refusal 9 feet bgs.	8-9	12/12	2.9	NA		

GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-182-152	1 of 1	MP-1

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon, NY	N 824.52 / E 3009.51	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/22/99	10/22/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	14.0

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	–	7	–	98 Plant, Est.	▽ 7 / –	– / –

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / –	Units = Feet; HNu bkg=0.0ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
1	24/12	2,5,9,6	BKG	(0-2')	SAMPLED THROUGH GRASS SURFACE - DRY BROWN FINE SAND, TRACE ROOTS AND ORGANICS (loose)	
2	24/12	6,6,8,6	BKG	(2-4')	AS ABOVE WITH SOME ANGULAR GRAVEL AND PIECES OF COAL	SOIL SAMPLE COLLECTED AT 4-6 FEET BGS FOR MERCURY ANALYSIS
3	24/24	2,6,9,10	BKG	(4-6')	AS ABOVE GRADING TO LIGHT BROWN FINE SAND, NO GRAVEL (dry to moist)	
4	24/15	7,8,7,7	BKG	(6-8')	AS ABOVE GRADING TO MEDIUM BROWN SAND AND LOOSE COARSE SAND WITH SOME ANGULAR GRAVEL (WET AT 7' BGS)	
5	24/12	5,2,3,4	BKG	(8-10')	AS ABOVE GRADING TO WET MEDIUM AND COARSE BROWN SAND (loose)	
6	24/18	3,7,9,11	BKG	(10-12')	AS ABOVE (NO GRAVEL)	
7	24/12	15,19,50	BKG	(12-14')	AS ABOVE	
					TERMINATED BORING AT 14 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

GRAPHIC LOG

CO:MP

VC:119

Dames & Moore

WELL CONSTRUCTION LOG

PROJECT	PROJECT NUMBER	WELL NUMBER
Pactiv	32324-182-152	MP-1

SITE	GROUND SURFACE ELEVATION	CASING STICKUP
Macedon, New York	98 Plant ☐ Surveyed ☒ Estimated	Flush-mount

Soil Boring Cross-Reference: *MP-1*
Town and City: *Macdeon*
County and State: *Wayne, NY*

Installation Date(s): *10/22/99 - 10/22/99*

Drilling Method: *CME 85, 6-1/4" HS Augers*
Drilling Contractor: *Marcor Environmental*
Drilling Fluid: *None*

Development Technique(s) / Dates
NA

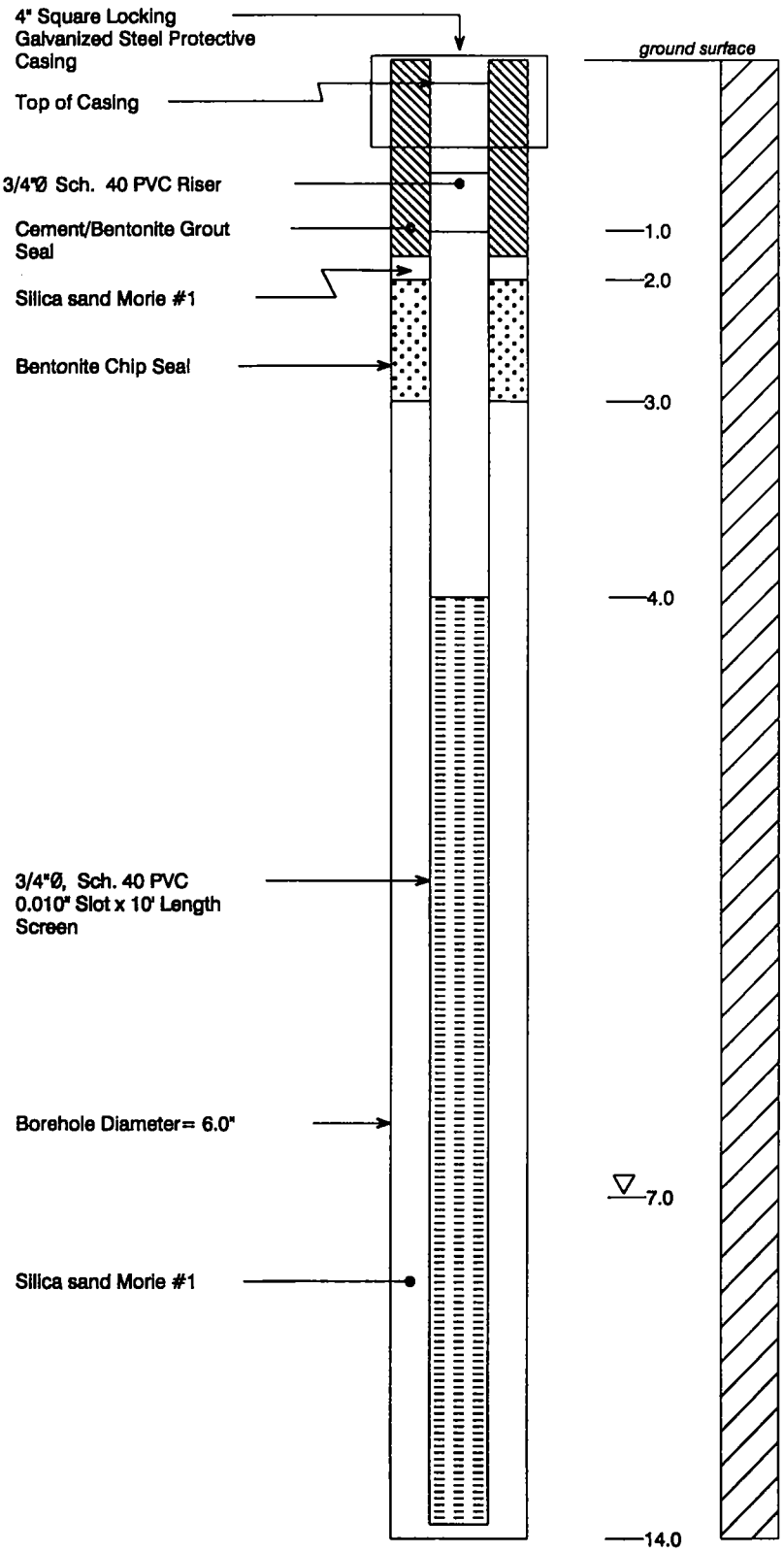
Fluid Loss During Drilling (gals): *NA*
Water Removed During Development (gals)
NA

Static Depth to Water Date: *11/1/99*
Static Depth to Water (feet): *7.0 TOC*

Well Purpose: *Groundwater monitoring*

Remarks: *Not to Scale*
Measuring point elevation: 97.74 ft

Prepared By: *J. Christy*
Date Prepared: *11/15/99*



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GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-182-152	1 of 1	MMW-1

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon, NY	N 787.04 / E 3337.33	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/22/99	10/22/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	15.0

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	--	7	--	95 Plant, Est.	▽ 8.4 / --	-- / --

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / --	Units = Feet; HNu bkg=0.0ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION (density, grain size/shape, color, structure, composition, sorting, texture, moisture, facies, odor)	DRILLING NOTES (water levels, water return, character of drilling, etc.)
1	24/6	2,3,4,5	BKG	(0-2')	SAMPLED THROUGH GRASS SURFACE - BROWN SILTY CLAY, TRACE ROOTS AND ORGANICS (medium stiff) [POOR RECOVERY]	NO SOIL SAMPLES COLLECTED GROUNDWATER SAMPLES COLLECTED FOR VOC, SVOC, RCRA METALS, GRO AND DRO ANALYSIS
2	24/12	6,8,10,8	BKG	(2-4')	AS ABOVE WITH SOME ANGULAR GRAVEL	
3	24/24	3,6,10,9	BKG	(4-6')	LIGHT BROWN SILTY CLAY, NO GRAVEL (dry to moist)	
4	24/3	12,11, 9,16	BKG	(6-8')	AS ABOVE (increasing moisture with depth) [POOR RECOVERY]	
5	24/12	2,5,9,15	BKG	(6-10')	WET BROWN FINE SAND AND ANGULAR GRAVEL (loose and slightly plastic) ▽	
6	24/10	3,9,50	BKG	(10-12')	COARSE WET BROWN SAND AND ANGULAR GRAVEL GRADING TO MEDIUM TO FINE SAND AND GRAVEL (loose)	
7	24/20	10,21,50	BKG	(12-14')	BROWN FINE SAND AND CLAY WITH SOME GRAVEL (stiff)	
					TERMINATED BORING AT 15 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

GRAPHIC LOG

Dames & Moore

WELL CONSTRUCTION LOG

PROJECT	PROJECT NUMBER	WELL NUMBER
Pactiv	32324-182-152	MMW-1

SITE	GROUND SURFACE ELEVATION	CASING STICKUP
Macedon, New York	97 Plant ☐ Surveyed ☒ Estimated	Flush-mount

Soil Boring Cross-Reference: *MMW-1*
Town and City: *Macdeon*
County and State: *Wayne, NY*

Installation Date(s): *10/22/99 - 10/22/99*

Drilling Method: *CME 85, 4-1/4" HS Augers*
Drilling Contractor: *Marcor Environmental*
Drilling Fluid: *None*

Development Technique(s) / Dates
Hand Bailing with Disposable Bailer on 11/1/99

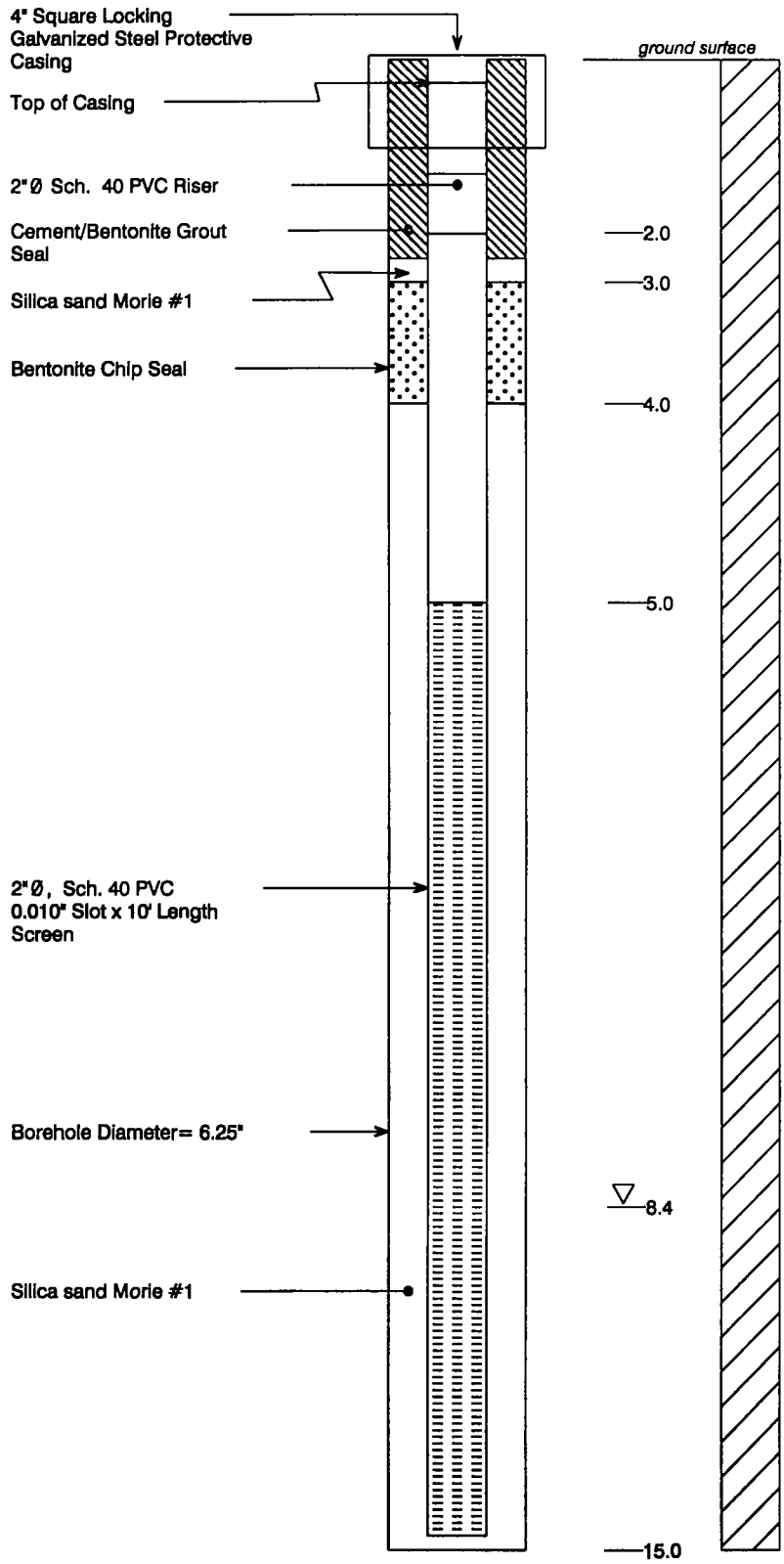
Fluid Loss During Drilling (gals): *NA*
Water Removed During Development (gals)
15 gal

Static Depth to Water Date: *11/1/99*
Static Depth to Water (feet): *8.4 TOC*

Well Purpose: *Groundwater monitoring*

Remarks: *Not to Scale*
Measuring point elevation: 95.26 ft

Prepared By: *J. Christy*
Date Prepared: *11/15/99*



Dames & Moore

GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-181-152	1 of 1	MMW-2

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon NY	N 1260.14 / E 3013.65	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/21/99	10/21/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	14

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	--	6	--	96 Plant, Est.	▼ 6 / --	-- / --

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / --	Units = Feet; HNu bkg=0.5ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
--	--	--	--	(0-2')	AUGERED THROUGH CONCRETE SURFACE - BROWN MEDIUM SAND GRADING TO DARK BROWN FINE SAND AND SILT (medium dense and moist)	
1	24/3	2,4,7,4	BKG	(2-4')	AS ABOVE GRADING TO LIGHT BROWN FINE SAND AND SILT WITH SOME GRAVEL (loose and moist) [POOR RECOVERY]	NO SOIL SAMPLES COLLECTED
2	24/18	2,2,4,7	1	(4-6')	MEDIUM AND FINE SAND (loose) WITH NO GRAVEL	GROUNDWATER SAMPLES COLLECTED FOR VOC, SVOC, RCRA METALS, GRO AND DRO ANALYSIS
3	24/24	50,6,5,7	1	(6-8')	▼ AS ABOVE GRADING TO DARK BROWN, FINE SAND AND SILT (loose, moisture increasing with depth)	
4	24/3	4,10,10,9	1	(8-10')	AS ABOVE GRADING TO COARSE BROWN SAND AND SILT (wet)	
5	24/12	10,17, 17,16	1.2	(10-12')	AS ABOVE WITH TRACE ANGULAR GRAVEL	
6	24/6	24,23, 26,25	1.0	(12-14')	AS ABOVE GRADING TO STIFF GREY BROWN SILT AND CLAY [POOR RECOVERY]	
					AUGER REFUSAL AT 14 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

GRAPHIC LOG

Dames & Moore

WELL CONSTRUCTION LOG

PROJECT	PROJECT NUMBER	WELL NUMBER
Pactiv	32324-182-152	MMW-2

SITE	GROUND SURFACE ELEVATION	CASING STICKUP
Macedon, New York	96 Plant ☐ Surveyed ☒ Estimated	Flush-mount

Soil Boring Cross-Reference: *MMW-2*
Town and City: *Macdeon*
County and State: *Wayne, NY*

Installation Date(s): *10/21/99 - 10/21/99*

Drilling Method: *CME 85, 4-1/4" HS Augers*
Drilling Contractor: *Marcor Environmental*
Drilling Fluid: *None*

Development Technique(s) / Dates
Hand Bailing with Disposable Baller on 11/1/99

Fluid Loss During Drilling (gals): *NA*
Water Removed During Development (gals)
20 gal

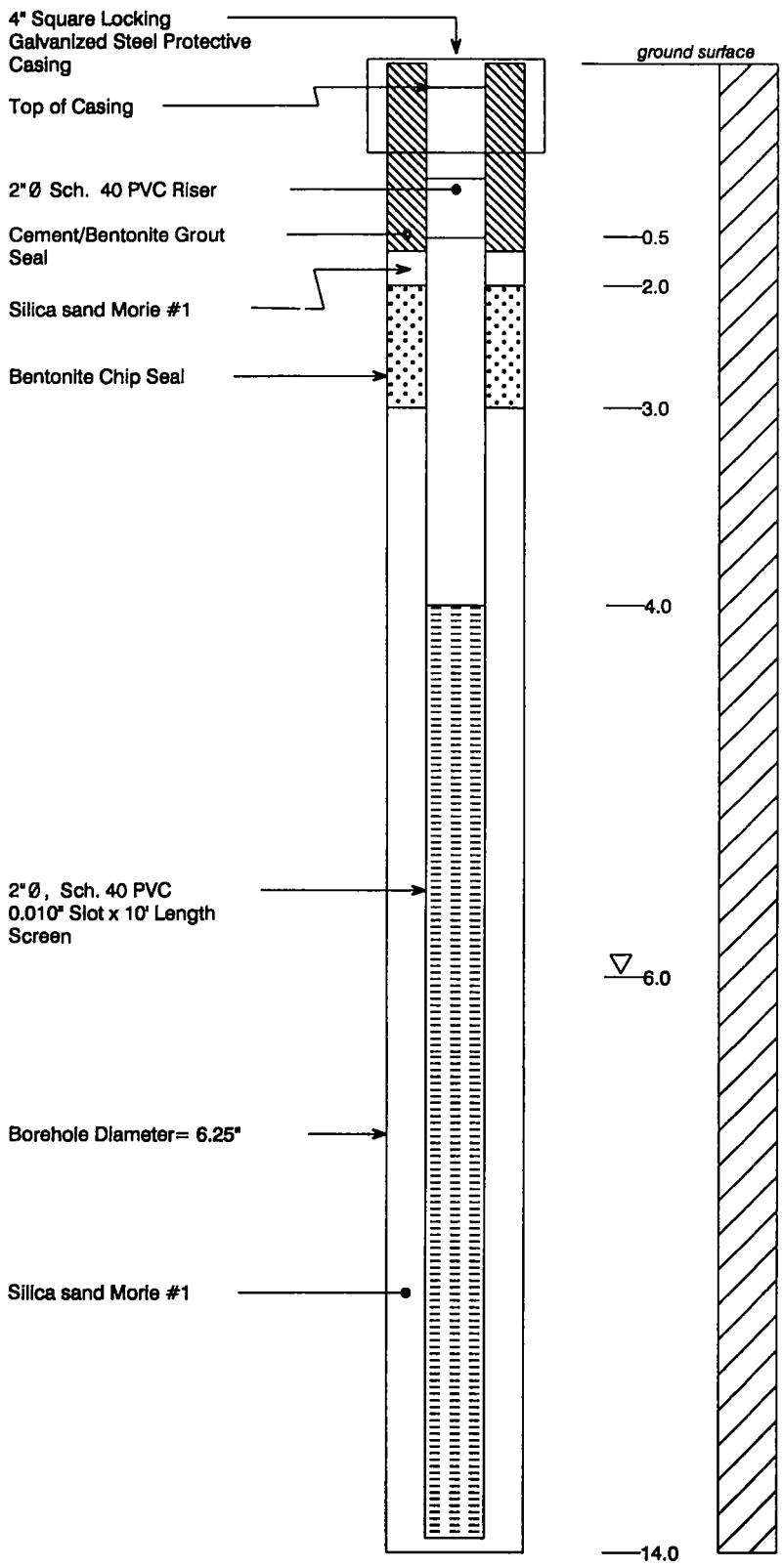
Static Depth to Water Date: *11/1/99*
Static Depth to Water (feet): *6.0 TOC*

Well Purpose: *Groundwater monitoring*

Remarks: *Not to Scale*

Measuring point elevation: 96.23 ft

Prepared By: *J. Christy*
Date Prepared: *11/15/99*



Dames & Moore

GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-182-152	1 of 1	MMW-3

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon, NY	N 1265.63 / E 3069.05	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/25/99	10/25/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	12

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	–	6	--	97 Plant, Est.	▽ 8.1 / --	-- / --

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / --	Units = Feet; HNu bkg=0.0ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
1	24/6	–	–	(0-2')	AUGERED THROUGH GRASS SURFACE - BROWN SILTY CLAY, TRACE ROOTS AND ORGANICS (medium stiff) [POOR RECOVERY]	NO SOIL SAMPLES COLLECTED GROUNDWATER SAMPLES COLLECTED FOR VOC, SVOC, RCRA METALS, GRO AND DRO ANALYSIS
2	24/12	4,7,8,9	BKG	(2-4')	BROWN MEDIUM SAND AND GRAVEL (moist) WITH PATCHES OF RED-BROWN STIFF CLAY GRADING TO LOOSE BROWN MEDIUM SAND AND SILT (dry)	
3	24/24	4,4,5,4	BKG	(4-6')	AS ABOVE GRADING TO DARK BROWN TO BLACK LOOSE MEDIUM SAND AND SILT (PETROLEUM ODOR) - LAST 3" APPEARED TO BE PETROLEUM PRODUCT (plastic)	
4	24/3	6,7,6,6	26	(6-8')	AS ABOVE (wet in foot) [POOR RECOVERY]	
5	24/12	1,1,1,13	80	(6-10')	▽ AS ABOVE GRADING TO GREY-BROWN MEDIUM AND FINE SAND AND SILT (loose and slightly plastic)	
6	24/10	3,9, 16,27	3	(10-12')	AS ABOVE GRADING TO STIFF, DRY GREY CLAY - WEATHERED BEDROCK NOTED IN FOOT OF AUGER	
					TERMINATED BORING AT 12 FEET BELOW GRADE	

5 10 15 20 25 30

Dames & Moore

WELL CONSTRUCTION LOG

PROJECT	PROJECT NUMBER	WELL NUMBER
Pactiv	32324-182-152	MMW-3

SITE	GROUND SURFACE ELEVATION	CASING STICKUP
Macedon, New York	97 Plant ☐ Surveyed ☒ Estimated	Flush-mount

Soil Boring Cross-Reference: *MMW-3*
Town and City: *Macdeon*
County and State: *Wayne, NY*

Installation Date(s): *10/25/99 - 10/25/99*

Drilling Method: *CME 85, 4-1/4" HS Augers*
Drilling Contractor: *Marcor Environmental*
Drilling Fluid: *None*

Development Technique(s) / Dates
Hand Bailing with Disposable Bailer on 11/1/99

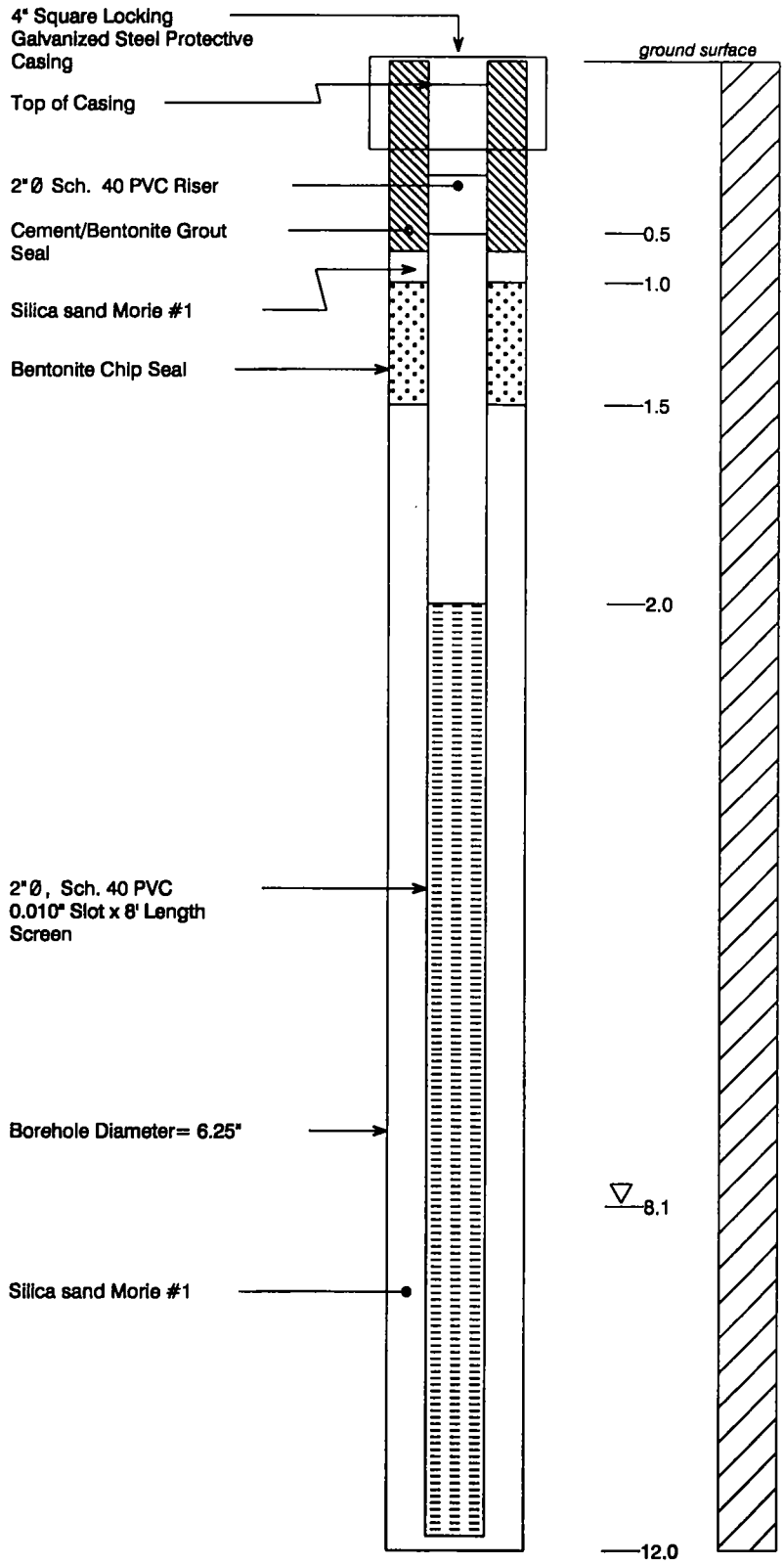
Fluid Loss During Drilling (gals): *NA*
Water Removed During Development (gals)
25 gal

Static Depth to Water Date: *11/1/99*
Static Depth to Water (feet): *8.1 TOC*

Well Purpose: *Groundwater monitoring*

Remarks: *Not to Scale*
Measuring point elevation: 96.97 ft

Prepared By: *J. Christy*
Date Prepared: *11/15/99*



GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-182-152	1 of 1	MMW-4

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon NY	N 1252.73 / E 3152.07	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/21/99	10/21/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	14

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	--	6	--	95 Plant, Est.	▽ 7.2 / --	-- / --

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / --	Units = Feet; HNu bkg=1.0ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION density, grain size/shape, color, structure composition, sorting, texture, moisture facies, odor	DRILLING NOTES water levels, water return, character of drilling, etc.
--	--	--	--	(0-2')	AUGERED THROUGH ASPHALT SURFACE (2 FEET)- LOOSE ROUND GRAVEL (fill)	
1	24/3	2,2,3,3	2	(2-4')	COARSE BROWN SAND AND LARGE ROUNDED GRAVEL (loose and moist) [POOR RECOVERY]	NO SOIL SAMPLES COLLECTED
2	24/3	3,2,3,3	2	(4-6')	AS ABOVE [POOR RECOVERY]	GROUNDWATER SAMPLES COLLECTED FOR VOC, SVOC, RCRA METALS, GRO AND DRO ANALYSIS
3	24/3	3,2,1,1	2	(6-8')	AS ABOVE [POOR RECOVERY]	
4	24/18	1,1,2,1	20	(8-10')	▽ AS ABOVE GRADING TO MEDIUM AND FINE BLACK SAND (strong petroleum odor, loose and wet in foot)	
5	24/6	1,2,50	70	(10-12')	BLACK TO BLACK-GREY FINE SAND AND SILT (loose, plastic and wet)	
6	24/10	7,27,50	3	(12-14')	AS ABOVE GRADING TO GREY-BROWN FINE SAND, SILT AND CLAY (stiff with slight odor)	
					AUGER REFUSAL AT 14 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

GRAPHIC LOG

MC-116 22MM

Dames & Moore

WELL CONSTRUCTION LOG

PROJECT	PROJECT NUMBER	WELL NUMBER
Pactiv	32324-182-152	MMW-4

SITE	GROUND SURFACE ELEVATION	CASING STICKUP
Macedon, New York	95 Plant ☐ Surveyed ☒ Estimated	Flush-mount

Soil Boring Cross-Reference: *MMW-4*
Town and City: *Macdeon*
County and State: *Wayne, NY*

Installation Date(s): *10/21/99 - 10/21/99*

Drilling Method: *CME 85, 4-1/4" HS Augers*
Drilling Contractor: *Marcor Environmental*
Drilling Fluid: *None*

Development Technique(s) / Dates
Hand Bailing with Disposable Baller on 11/1/99

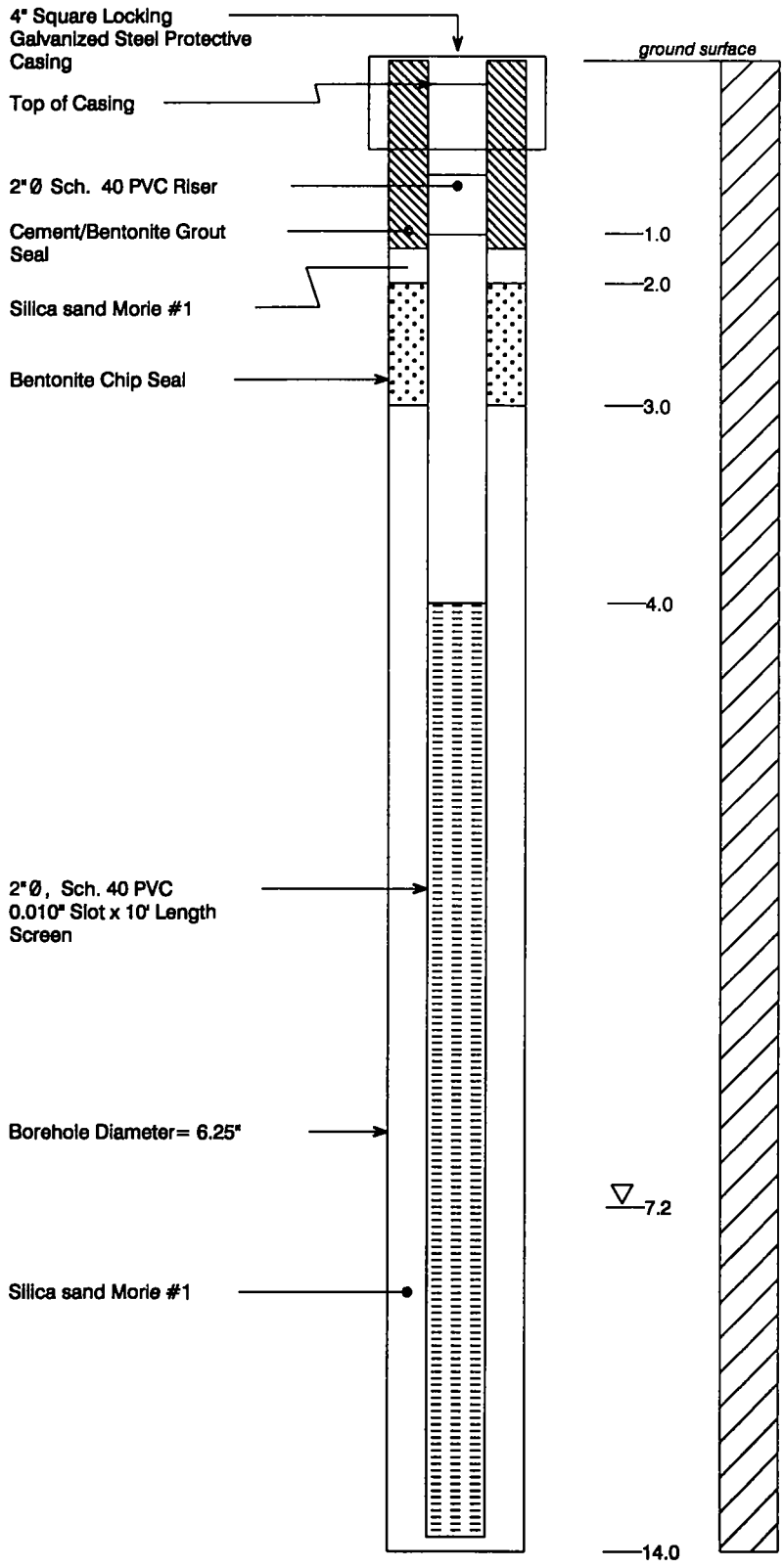
Fluid Loss During Drilling (gals): *NA*
Water Removed During Development (gals)
6.5 gal

Static Depth to Water Date: *11/1/99*
Static Depth to Water (feet): *7.2 TOC*

Well Purpose: *Groundwater monitoring*

Remarks: *Not to Scale*
Measuring point elevation: 94.80 ft

Prepared By: *J. Christy*
Date Prepared: *11/15/99*



Dames & Moore

GEOLOGIC DRILL LOG

PROJECT	PROJECT NUMBER	SHEET NO.	HOLE NUMBER
Pactiv	32324-182-152	1 of 1	MMW-5

SITE	COORDINATES	LOGGED BY	CHECKED BY
Macedon NY	N 1304.58 / E 3561.26	J. Christy	D. Porterfield

BEGUN	COMPLETED	DRILLER	DRILLING EQUIPMENT	BORING DIA.	TOTAL DEPTH
10/21/99	10/21/99	Marcor Environmental	CME 85, 4-1/4" HS Augers	6-1/4"	16

CORE RECOVERY (FT./%)	CORE BOXES	SAMPLES	CASING STICKUP	GROUND ELEV.	DEPTH/ ELEV. GROUND WATER	DEPTH/ ELEV. TOP OF ROCK
	--	6	--	93 Plant, Est.	▽ 8.5/ --	-- / --

SAMPLE TYPE	CASING DIA/LENGTH	NOTES
2" x 2' Standard Split Spoon	2" / —	Units = Feet; HNu bkg=0.5ppm

SAMPLE NUMBER	LENGTH/RECOV. (inches)	BLOWS PER 6"	HNu (ppm)	SAMPLE DEPTH	DESCRIPTION AND CLASSIFICATION (density, grain size/shape, color, structure, composition, sorting, texture, moisture, facies, odor)	DRILLING NOTES (water levels, water return, character of drilling, etc.)
--	--	--	--	(0-2')	AUGERED THROUGH CONCRETE SURFACE - BROWN MEDIUM SAND WITH ANGULAR GRAVEL (dry and loose)	
1	24/3	8,10, 12,16	BKG	(2-4')	BROWN FINE SAND AND ANGULAR GRAVEL (dry and loose) [POOR RECOVERY]	NO SOIL SAMPLES COLLECTED
2	24/18	4,5,5,6	1.0	(4-6')	AS ABOVE GRADING TO MEDIUM BROWN SAND WITH SOME ANGULAR GRAVEL (dry grading to moist, loose)	GROUNDWATER SAMPLES COLLECTED FOR VOC, SVOC, RCRA METALS, GRO AND DRO ANALYSIS
3	24/24	6,5,3,3	1.0	(6-8')	AS ABOVE GRADING TO COARSE BROWN SAND AND GRAVEL (moist and loose)	
4	24/3	50 AT 3	1.0	(8-10')	SMALL ANGULAR GRAVEL [VERY POOR RECOVERY]	
5	24/12	8,13, 21,31	1.0	(10-12')	AS ABOVE GRADING TO FINE BROWN SAND (wet and medium dense) GRADING TO COARSE BROWN SAND AT FOOT (loose)	
6	24/10	16,15, 13,15	2.0	(12-14')	AS ABOVE WITH THIN CLAY LENSE AT 13' BGS	
6	24/10	12,11, 11,13	2.0	(14-16')	COARSE BROWN SAND AND SOME ANGULAR GRAVEL (wet)	
					TERMINATED BORING AT 16 FEET BELOW GRADE	

DEPTH: 5, 10, 15, 20, 25, 30

Dames & Moore

WELL CONSTRUCTION LOG

PROJECT	PROJECT NUMBER	WELL NUMBER
Pactiv	32324-182-152	MMW-5

SITE	GROUND SURFACE ELEVATION	CASING STICKUP
Macedon, New York	93 Plant ☐ Surveyed ☒ Estimated	Flush-mount

Soil Boring Cross-Reference: *MMW-5*
Town and City: *Macdeon*
County and State: *Wayne, NY*

Installation Date(s): *10/21/99 - 10/21/99*

Drilling Method: *CME 85, 4-1/4" HS Augers*
Drilling Contractor: *Marcor Environmental*
Drilling Fluid: *None*

Development Technique(s) / Dates
Hand Bailing with Disposable Bailer on 11/1/99

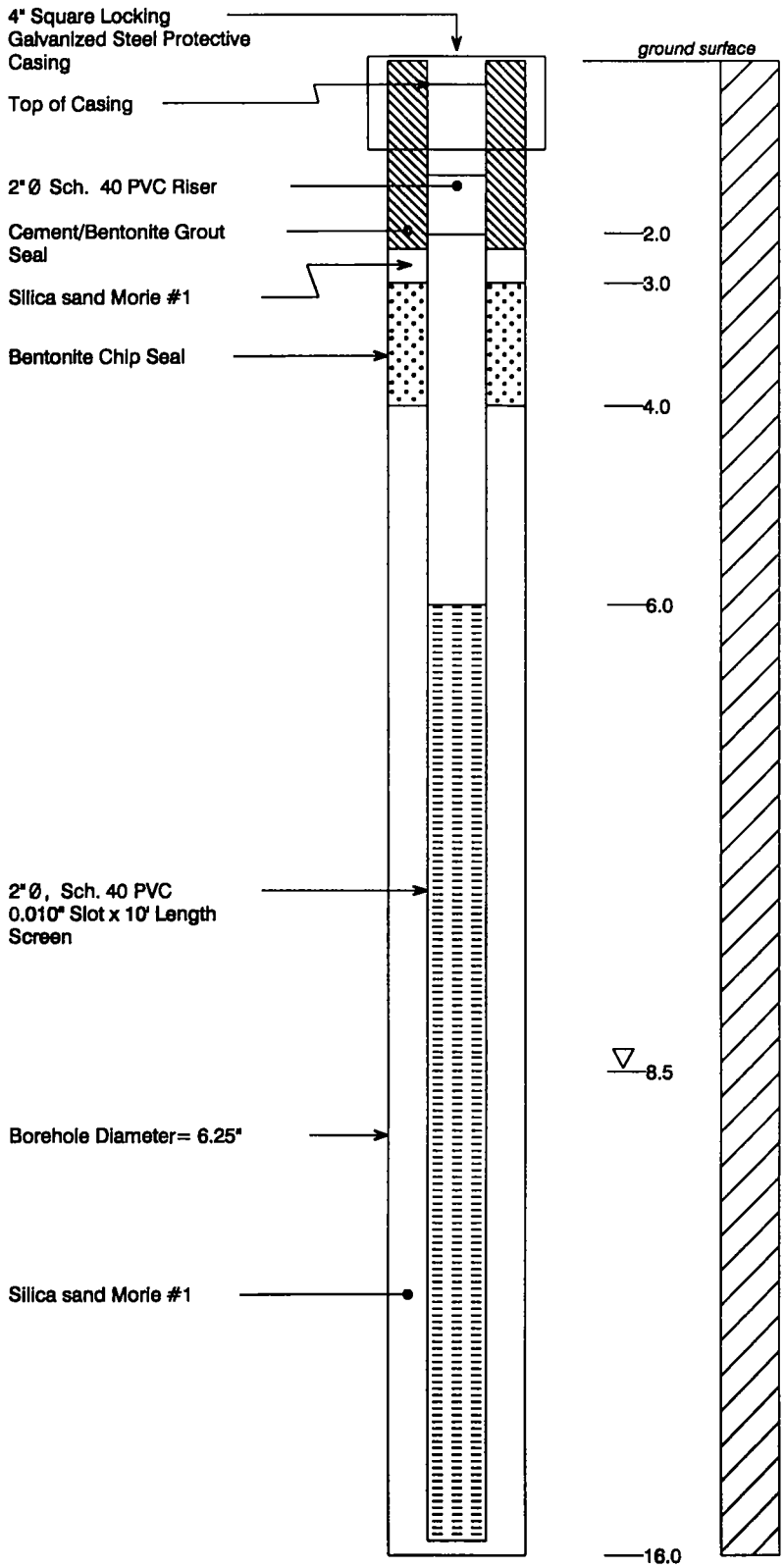
Fluid Loss During Drilling (gals): *NA*
Water Removed During Development (gals)
25 gal

Static Depth to Water Date: *11/1/99*
Static Depth to Water (feet): *8.5 TOC*

Well Purpose: *Groundwater monitoring*

Remarks: *Not to Scale*
Measuring point elevation: 93.03 ft

Prepared By: *J. Christy*
Date Prepared: *11/15/99*



MW-5WL ES:TEN JAC

Dames & Moore

BORING LOG

URS
Clifton Park, New York

PACTIV
Macedon, New York

PROJECT: Macedon Films Site
DATE: 2/15/05
BORING LOCATION: N 2059.67 / E 5108.74
BORING DIAMETER: 8.25 Inches
BORING DEPTH: 27 Feet

BORING NO.: MMW-6
ELEVATION: TOC 454.50 / GRD 454.90
SAMPLE TYPE: 2" x 2' Split Spoon
METHOD OF DRILLING: Hollow Stem Auger
SURFACE CONDITIONS: Gravel

Depth / Elevation	Soil Symbols	USCS Code and Soil Description	Sample Depth (ft bg)	Driven/ Recovery (in.)	PID (ppm)	Blows per 6 in.	Well Construction	Well Description
0 / 0		GP: Reddish brown SANDY GRAVEL, moist. Rebar @ 3 feet bgs. Hand dug boring to 4 feet bgs with post hole digger. [FILL]	0-4	NA	0	NA		Flushmount locking cover Concrete skirt
		SP: Brown medium SAND, little fine angular gravel, wet.	4-6	24/7	0	NA		2-inch Sch. 40 PVC riser
5 / -5		NO RECOVERY	6-8	24/0	0	NA		Sand pack
		GP: Reddish brown SANDY GRAVEL, wet.	8-10	24/1	0	NA		
10 / -10		SP: Brown fine SAND, trace fine rounded gravel, wet.						Bentonite chips
		GP: Brown SANDY GRAVEL, wet.	10-12	24/24	0	NA		
		SW: Brown fine SAND, wet.						
		SW: Brown fine SAND, trace fine rounded gravel, wet.	12-14	24/24	0	NA		
		ML: Brown SILT, moist.						Screen depth 13.5 - 23.5 feet #0 Sand pack
15 / -15		SP: Brown fine SAND AND GRAVEL, wet.	14-16	24/24	0	NA		
		SW: Brown fine SAND, wet.						
		SW: Same as above.	16-17	12/12	0	NA		
			17-19	24/24	0	NA		
		SW: Same as above.						2-inch Sch. 40 PVC screen, Slot 0.010 inch,
20 / -20			19-21	24/24	0	NA		
		SW: Same as above.						
		SW: Light brownish grey SILTY SAND, wet.	21-23	24/24	0	NA		
		SW: Greyish brown medium SAND, wet.	23-25	24/12	0	NA		
25 / -25		GP: Grey SANDY GRAVEL, wet.	25-27	24/8	0	NA		Boring backfilled to 23.5 feet bgs.

BORING LOG

URS
Clifton Park, New York

PACTIV
Macedon, New York

PROJECT: Macedon Films Site
DATE: 2/15/05
BORING LOCATION: N 1764.40 / E 5023.03
BORING DIAMETER: 8.25 Inches
BORING DEPTH: 16.5 Feet

BORING NO.: MMW-7
ELEVATION: TOC 455.85 / GRD 456.08
SAMPLE TYPE: 2" x 2' Split Spoon
METHOD OF DRILLING: Hollow Stem Auger
SURFACE CONDITIONS: Weeds

Depth / Elevation	Soil Symbols	USCS Code and Soil Description	Sample Depth (ft bg)	Driven/ Recovery (in.)	PID (ppm)	Blows per 6 in.	Well Construction	Well Description
0 / 0		GP: Brown SILTY SAND, some coarse angular gravel and roots, trace coal, moist. [FILL]						Flushmount locking cover Concrete skirt
		SP: Light brown fine SAND, trace fine gravel, moist.	0-4	NA	0	NA		Bentonite chips
5 / -5		SP: Brown SILTY SAND, trace coarse angular gravel, wet.	4-6	24/12	0.6	NA		2-inch Sch. 40 PVC riser
		SP: Same as above, wet.						
		SP: Brown medium SAND, some fine rounded gravel, wet.	6-8	24/15	0	NA		
		SP: Same as above, wet.	8-10	24/18	0	NA		#0 Sand pack
10 / -10		SP: Same as above, wet.						
		SP: Brown fine SAND and GRAVEL, wet.	10-12	24/19	0	NA		
		SP: Same as above, wet.						
		SP: Brown medium SAND, some fine rounded gravel, wet.	12-14	24/18	0.7	NA		2-inch Sch. 40 PVC screen, 0.010 inch slot size, 6.5 - 16.5 feet
		SP: Same as above, wet.						
15 / -15		GP: Very dense reddish brown SANDY GRAVEL, wet. [TILL]	14-16	24/24	0	NA		
		GP: Greyish green SILTY SAND, trace gravel, damp. Refusal at 16.5 feet bgs. [TILL]	16-16.5	6/6	0	NA		

URS Corporation

TEST BORING LOG

BORING NO:	MMW-8		
PROJECT:	Macedon Film Site, Macedon, NY	**SHEET:**	1 of 1
CLIENT:	Pactiv Corporation	**JOB NO.:**	11175654
BORING CONTRACTOR:	Nothnagle Drilling Co.	**BORING LOCATION:**	Building 7N
GROUNDWATER:		**GROUND ELEVATION:**	455.50
DATE STARTED:	07/22/08		
DATE FINISHED:	07/22/08		
DRILLER:	Jeff Schweitzer		
GEOLOGIST:	Rob Piurek		
REVIEWED BY:	Tim Burmeier		

DATE	TIME	LEVEL	TYPE

	CAS.	SAMPLER	CORE	TUBE
TYPE		Macrocore		
DIA.		2"		
WT.		--		
FALL		--		

*** POCKET PENETROMETER READING**

DEPTH FEET	SAMPLE STRATA	NO.	TYPE	BLOWS PER 6"	REC% RQD%	DESCRIPTION COLOR	CONSIST HARD	MATERIAL DESCRIPTION	USCS	REMARKS PID	REMARKS Moist
		1	2" MC		70%	Gray / Light Brown; Dk Brown; Black		0'-0.6'- Concrete Pavement FILL. Coarse-fine sand, trace-little fine gravel, trace slag.	FILL	0.1	Dry
5		2	2" MC		80%	Light Brown		Fine SILTY SAND, trace coarse-medium sand.	SM	0.0	Dry-Slightly Moist
10		3*	2" MC		63%			Medium-fine SAND, trace silt.	SP	0.0	V. Mois -Moist
								Fine subangular GRAVEL and coarse-fine SAND, trace silt.	GW		Slightly Moist
15		4	2" MC		95%	Gray		Medium-fine SAND, trace silt.	SP	0.0	Very Moist
20								End of Boring at 16' bgs. -Monitoring well installed. Screened with 1" slotted PVC from 5'-15' bgs. Sandpack from 4'-15' bgs. Hydrated bentonite seal from 0.5'-4' bgs. Flush mount well cover installed and concrete to surface level.			
25											
30											

COMMENTS: Macrocore advanced with a Bobcat-mounted Power Probe 9630 VTR-M.

*= Sample collected for VOCs, SVOCs, and Metals (MMW-8 8'-12').

PROJECT NO.	11175654
BORING NO.	MMW-8

DRILLING SUMMARY

Geologist:
Rob Piurek

Drilling Company:
Nothnagle Drilling Co.

Driller:
Jeff Schweitzer

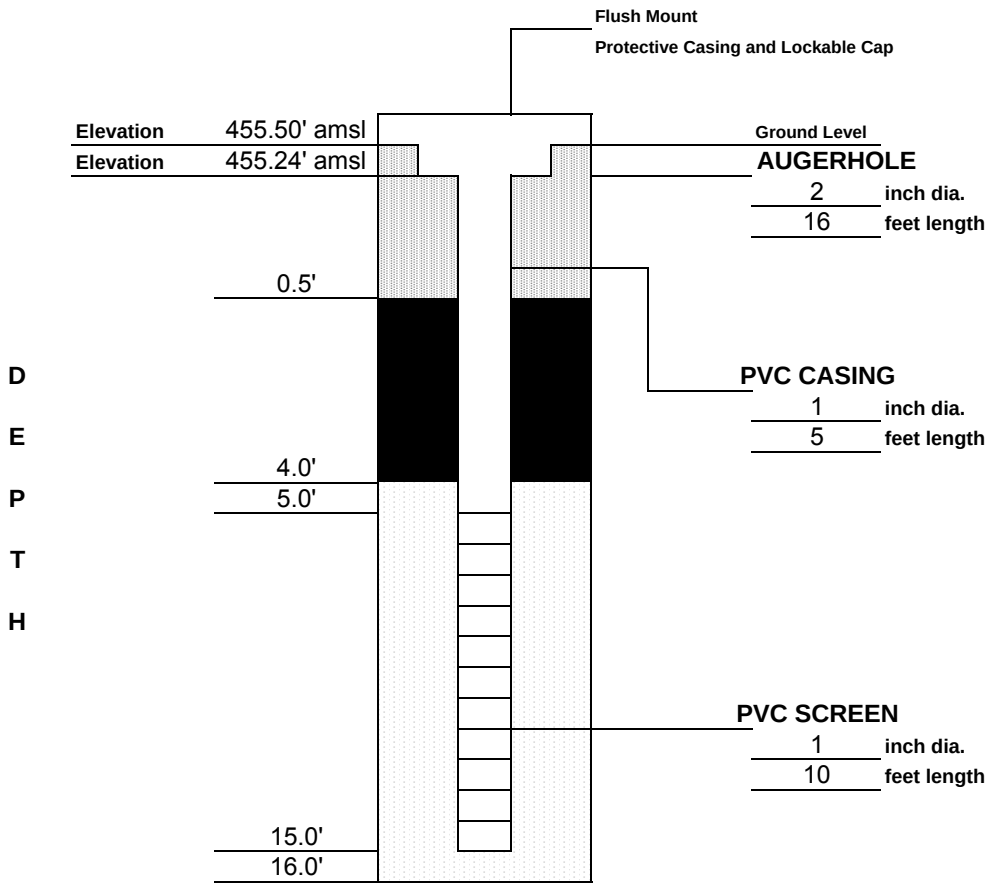
Rig Make/Model:
Geoprobe/Power Probe 9630 VTR-M

Date:
7/22/2008

GEOLOGIC LOG

Depth(ft.)	Description
	See Boring Log

WELL DESIGN



CASING MATERIAL	*SCREEN MATERIAL*	*FILTER MATERIAL*
Surface: Steel grade well cover	**Type:** 1" PVC	**Type:** #2 Sand **Setting:** 4.0' - 16.0'
Monitor: 1" PVC	**Slot Size:** .010"	***SEAL MATERIAL*** **Type:** Bentonite **Setting:** 0.5' - 4.0'

COMMENTS:

LEGEND

- Cement Grout
- Bentonite Seal
- Silica Sandpack

Client: Pactiv Corporation	**Location: Macedon Films Site**	**Project No.: 11175654**
URS Corporation	**MONITORING WELL CONSTRUCTION DETAILS**	**Well Number: MMW-8**

URS Corporation

TEST BORING LOG

BORING NO:	MMW-9		
PROJECT:	Macedon Film Site, Macedon, NY	**SHEET:**	1 of 1
CLIENT:	Pactiv Corporation	**JOB NO.:**	11175654
BORING CONTRACTOR:	Nothnagle Drilling Co.	**BORING LOCATION:**	Ink Mixing Room
GROUNDWATER:		**GROUND ELEVATION:**	455.44
DATE STARTED:	07/22/08		
DATE FINISHED:	07/22/08		
DRILLER:	Jeff Schweitzer		
GEOLOGIST:	Rob Piurek		
REVIEWED BY:	Tim Burmeier		

DATE	TIME	LEVEL	TYPE		CAS.	SAMPLER	CORE	TUBE
				TYPE		Macrocore		
				DIA.		2"		
				WT.		--		
				FALL		--		

*** POCKET PENETROMETER READING**

DEPTH FEET	SAMPLE STRATA	NO.	TYPE	BLOWS PER 6"		REC% RQD%	COLOR	CONSIST HARD	MATERIAL DESCRIPTION	USCS	REMARKS PID	Moist
		1	2" MC			70%	Gray / Light Brown		0'-0.6'- Concrete Pavement Medium-fine SAND, some coarse-fine subround-subangular gravel, trace slag.	FILL	0.9	Slightly Moist-Dry
5									-trace silt, trace fine gravel			Dry
		2*	2" MC			68%	Dark Brown		Fine SAND, some silt, little-trace medium sand.	SP	0.1	Moist / Very Moist
							Brown		Medium-fine SAND, trace silt.	SW		
10		3	2" MC			78%			Coarse-fine SAND, little fine gravel.		0.2	Moist
							Light Gray		SILT and CLAY, little subround-subangular gravel.	ML/CL		Slightly Moist
		4	2" MC			90%	Light Brown		Medium-fine SAND, trace silt and coarse sand.	SW	0.0	Very Moist
15							Dk Brown		Dense coarse-fine SAND, some fine gravel.			Dry
									End of Boring at 16' bgs. -Monitoring well installed. Screened with 1" slotted PVC from 5'-15' bgs. Sandpack from 4'-15' bgs. Hydrated bentonite seal from 0.5'-4' bgs. Flush mount well cover installed and concrete to surface level.			
20												
25												
30												

COMMENTS: Macrocore advanced with a Bobcat-mounted Power Probe 9630 VTR-M.

*= Sample and MS/MSD collected for VOCs, SVOCs, and Metals (MMW-9 4'-8', MMW-9 4'-8' MS, and MMW-9 4'-8' + MS/MSD).

PROJECT NO.	11175654
BORING NO.	MMW-9

DRILLING SUMMARY

Geologist:
Rob Piurek

Drilling Company:
Nothnagle Drilling Co.

Driller:
Jeff Schweitzer

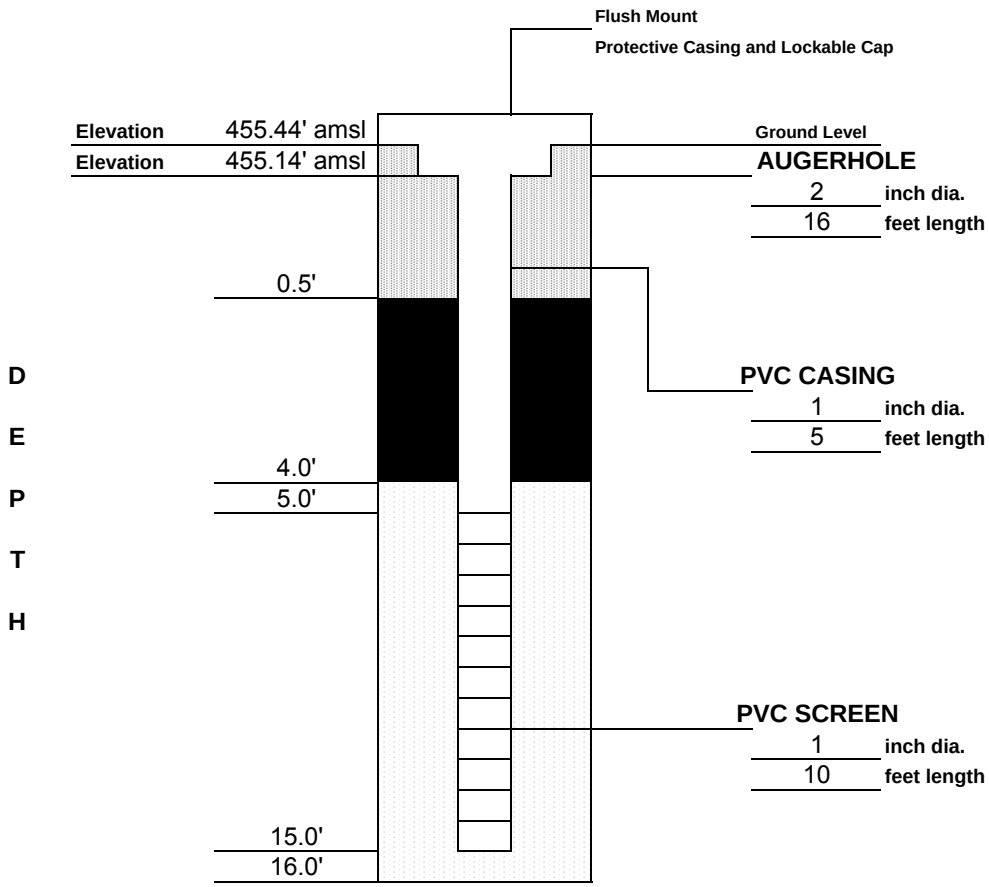
Rig Make/Model:
Geoprobe/Power Probe 9630 VTR-M

Date:
7/22/2008

GEOLOGIC LOG

Depth(ft.)	Description
	See Boring Log

WELL DESIGN



CASING MATERIAL	*SCREEN MATERIAL*	*FILTER MATERIAL*
Surface: Steel grade well cover	**Type:** 1" PVC	**Type:** #2 Sand **Setting:** 4.0' - 16.0'
Monitor: 1" PVC	**Slot Size:** .010"	***SEAL MATERIAL*** **Type:** Bentonite **Setting:** 0.5' - 4.0'

COMMENTS:

LEGEND

- Cement Grout
- Bentonite Seal
- Silica Sandpack

Client: Pactiv Corporation	**Location: Macedon Films Site**	**Project No.: 11175654**
URS Corporation	**MONITORING WELL CONSTRUCTION DETAILS**	**Well Number: MMW-9**

URS Corporation

TEST BORING LOG

BORING NO:	MMW-10
PROJECT:	Macedon Film Site, Macedon, NY
SHEET:	1 of 1
CLIENT:	Pactiv Corporation
JOB NO.:	11175654
BORING CONTRACTOR:	Nothnagle Drilling Co.
BORING LOCATION:	Former Ink Room
GROUNDWATER:	About 5.5' bgs.
GROUND ELEVATION:	457.15
DATE STARTED:	07/22/08
DATE FINISHED:	07/22/08
DRILLER:	Jeff Schweitzer
GEOLOGIST:	Rob Piurek
REVIEWED BY:	Tim Burmeier

DATE	TIME	LEVEL	TYPE		CAS.	SAMPLER	CORE	TUBE
				TYPE		Macrocore		
				DIA.		2"		
				WT.		--		
				FALL		--		

* POCKET PENETROMETER READING

DEPTH FEET	SAMPLE STRATA	NO.	TYPE	BLOWS PER 6"		REC% RQD%	DESCRIPTION COLOR	CONSIST HARD	MATERIAL DESCRIPTION	USCS	REMARKS PID	REMARKS Moist
		1	2" MC			93%	Gray Light-Dark Brown		0'-0.6'- Concrete Pavement Fine SANDY SILT, little clay, trace plant material, trace orange mottles.	FILL	0.0	Slightly Moist
5		2*	2" MC			73%	Light Brown		-trace clay, trace coal fragments Fine SILTY SAND, some medium sand.	SM	2.9	Very Moist
10		3	2" MC			95%	Black Light Brown		Medium-fine SILTY SAND, trace fine gravel. High PID readings throughout sample, highest reading at 9.0'. Strong petroleum odor. Medium-fine SILTY SAND. Petroleum odor.		1811	Wet Very Moist
15		4	2" MC			95%	Light Gray		Fine SILTY CLAY, some fine gravel and coarse sand.	CL	51.9	Slightly Moist
20									End of Boring at 16' bgs. -Monitoring well installed. Screened with 1" slotted PVC from 5'-15' bgs. Sandpack from 4'-15' bgs. Hydrated bentonite seal from 0.5'-4' bgs. Flush mount well cover installed and concrete to surface level.			
25												
30												

COMMENTS: Macrocore advanced with a Bobcat-mounted Power Probe 9630 VTR-M.

*= Sample collected for VOCs, SVOCs, and Metals (MMW-10 4'-5.4').

PROJECT NO.	11175654
BORING NO.	MMW-10

DRILLING SUMMARY

Geologist:
Rob Piurek

Drilling Company:
Nothnagle Drilling Co.

Driller:
Jeff Schweitzer

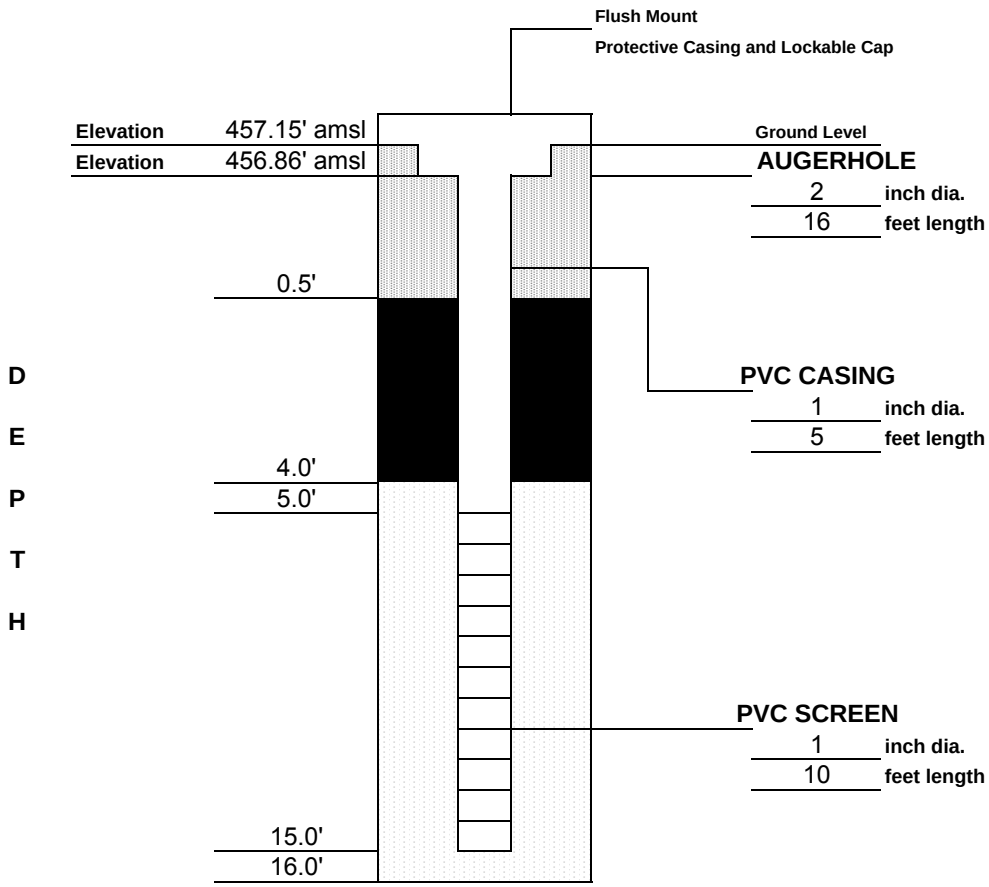
Rig Make/Model:
Geoprobe/Power Probe 9630 VTR-M

Date:
7/22/2008

GEOLOGIC LOG

Depth(ft.)	Description
	See Boring Log

WELL DESIGN



CASING MATERIAL	*SCREEN MATERIAL*	*FILTER MATERIAL*
Surface: Steel grade well cover	**Type:** 1" PVC	**Type:** #2 Sand **Setting:** 4.0' - 16.0'
Monitor: 1" PVC	**Slot Size:** .010"	***SEAL MATERIAL*** **Type:** Bentonite **Setting:** 0.5' - 4.0'

COMMENTS:

LEGEND

- Cement Grout
- Bentonite Seal
- Silica Sandpack

Client: Pactiv Corporation	**Location: Macedon Films Site**	**Project No.: 11175654**
URS Corporation	**MONITORING WELL CONSTRUCTION DETAILS**	**Well Number: MMW-10**

FIGURE 3

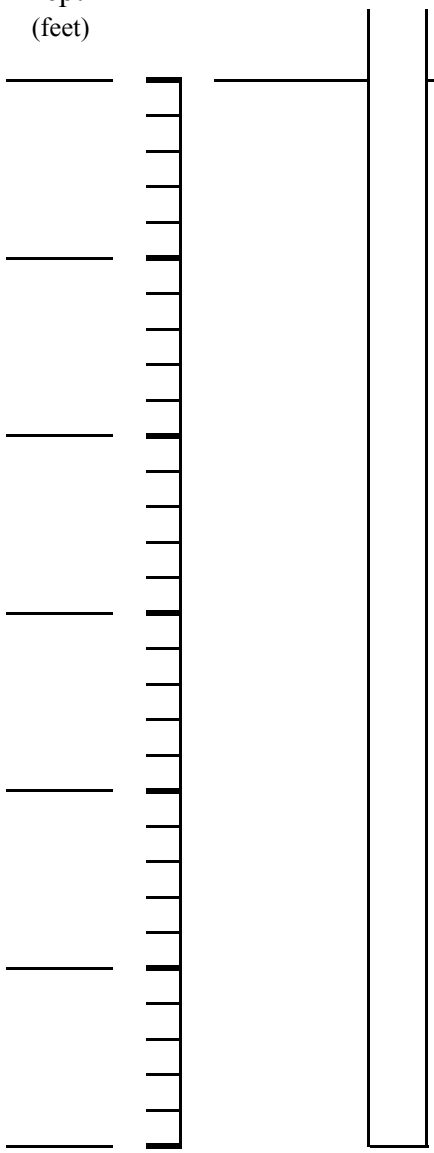
WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MP-1
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pull
Casing retrieved (feet)	14
Casing type/dia. (in)	3/4" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	14'
# of batches prepared	*
For each batch record:	
Quantity of water used (gal.)	
Quantity of cement used (lbs.)	
Cement type	
Quantity of bentonite used (lbs.)	
Quantity of calcium chloride used (lbs.)	
Volume of grout prepared (gal.)	
Volume of grout used (gal.)	

WELL SCHEMATIC (See Log)



COMMENTS:

Removed 8" curb box and concrete pad. Knocked bottom plug out. Tremied grout down riser/ screen. Pulled riser/ screen with CME-85. Topped off with topsoil.

* Used remaining batch from MMW-1 decommissioning

Drilling Contractor

Department Representative

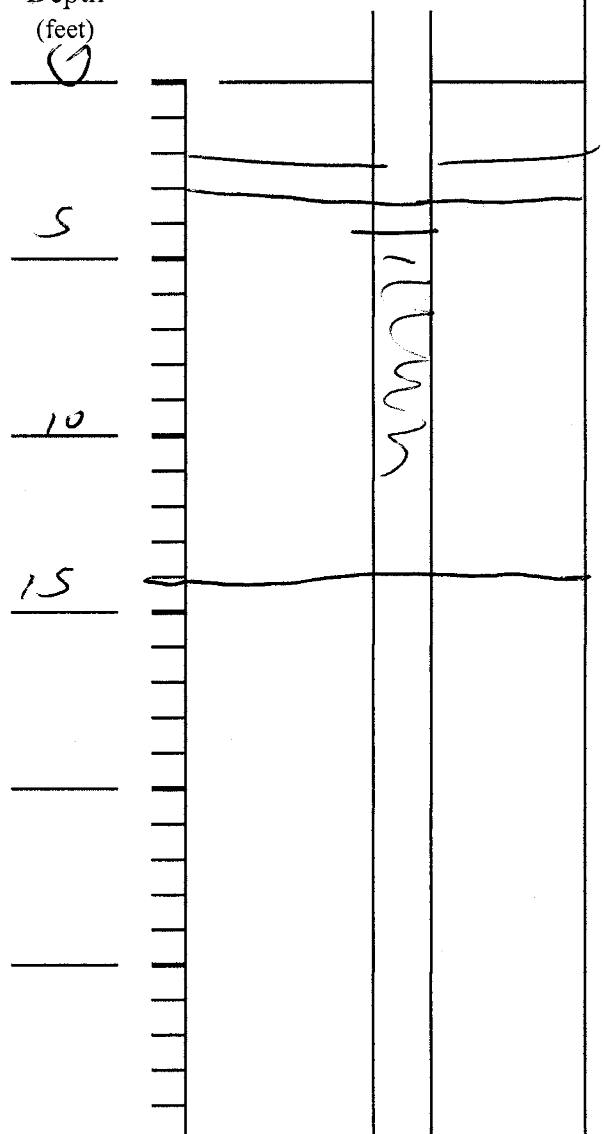
FIGURE 3
WELL DECOMMISSIONING RECORD

Site Name: Former Raceway	Well I.D.: MP-1
Site Location: Macedon, NY	Driller: Steve Lomaney
Drilling Co.: Nothnagle Drilling Co.	Inspector: Kevin J. McGovern
	Date: 5/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Drill
Casing retrieved (feet)	
Casing type/dia. (in)	3/4" sch 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	14'
# of batches prepared	X
For each batch record:	
Quantity of water used (gal.)	X
Quantity of cement used (lbs.)	↓
Cement type	↓
Quantity of bentonite used (lbs.)	↓
Quantity of calcium chloride used (lbs.)	↓
Volume of grout prepared (gal.)	/
Volume of grout used (gal.)	/

WELL SCHEMATIC*



COMMENTS: Used remaining batch from MW-1
Knocked bottom plug
Tremied grout down casing/riser/screen
Pulled riser/screen w/ casing 85

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

Drilling Contractor [signature]

Department Representative

FIGURE 3

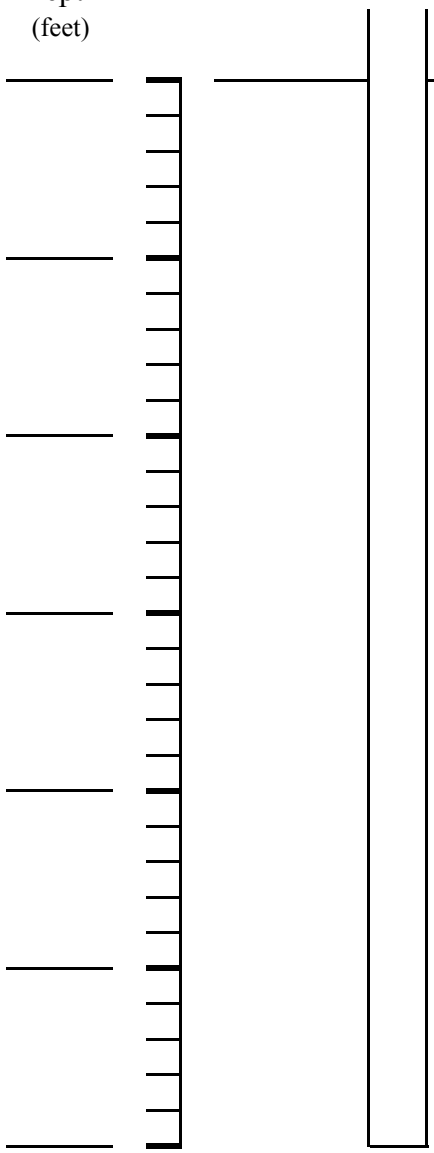
WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-1
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pull
Casing retrieved (feet)	15
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	15'
# of batches prepared	1
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	9
Volume of grout used (gal.)	8

WELL SCHEMATIC (See Log)



COMMENTS:

Removed 8" curb box and concrete pad. Knocked bottom plug out. Tremied grout down riser/ screen. Pulled riser/ screen with CME-85. Topped off with topsoil.

Drilling Contractor

Department Representative

FIGURE 3

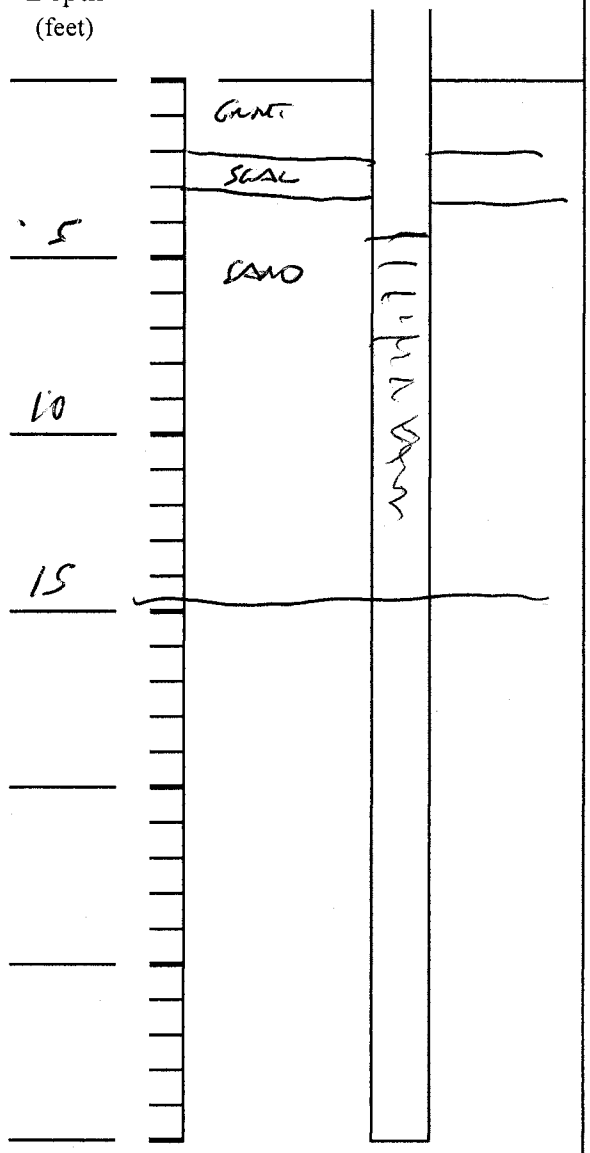
WELL DECOMMISSIONING RECORD

Site Name: ~~Facility~~ Former Pactiv	Well I.D.: MW-1
Site Location: Maggan, NY	Driller: Steve Lorandy
Drilling Co.: Nothnagle	Inspector: Kevin T. ~~McGowan~~ McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pull
Casing retrieved (feet)	15'
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used None	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	15'
# of batches prepared	1
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	TYPE I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	~~4~~ 9
Volume of grout used (gal.)	8

WELL SCHEMATIC*



COMMENTS: ~~Poor~~ Knocked Bottom Plug
Tremied Grout down Casing
Pulled Casing w/ CME 85

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

Drilling Contractor

Department Representative

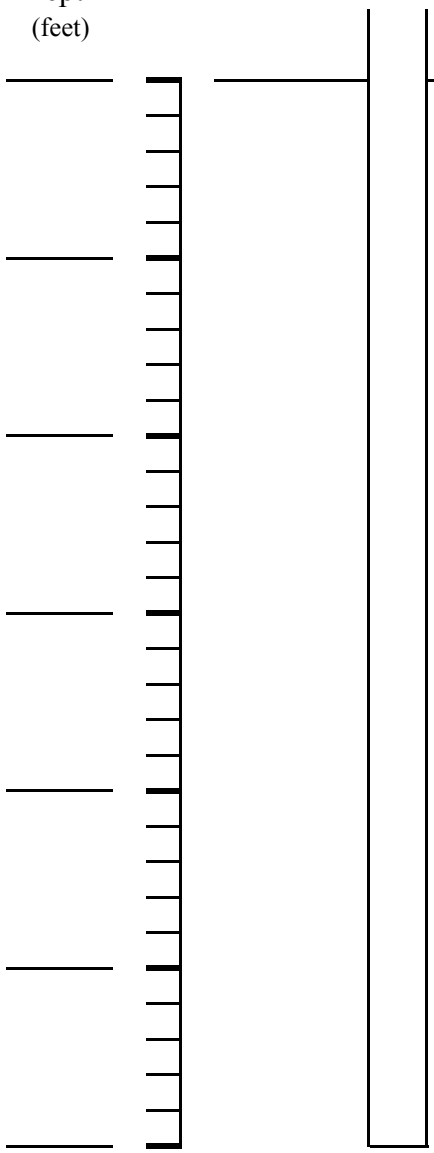
FIGURE 3

WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-2
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA (Fill in all that apply)	
OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pull
Casing retrieved (feet)	14
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	14'
# of batches prepared	1
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	9
Volume of grout used (gal.)	9

WELL SCHEMATIC (See Log)



COMMENTS:

Removed 8" curb box and concrete pad. Knocked bottom plug out. Tremied grout down riser/ screen. Pulled riser/ screen with CME-85. Topped off with asphalt cold patch.

Drilling Contractor

Department Representative

FIGURE 3

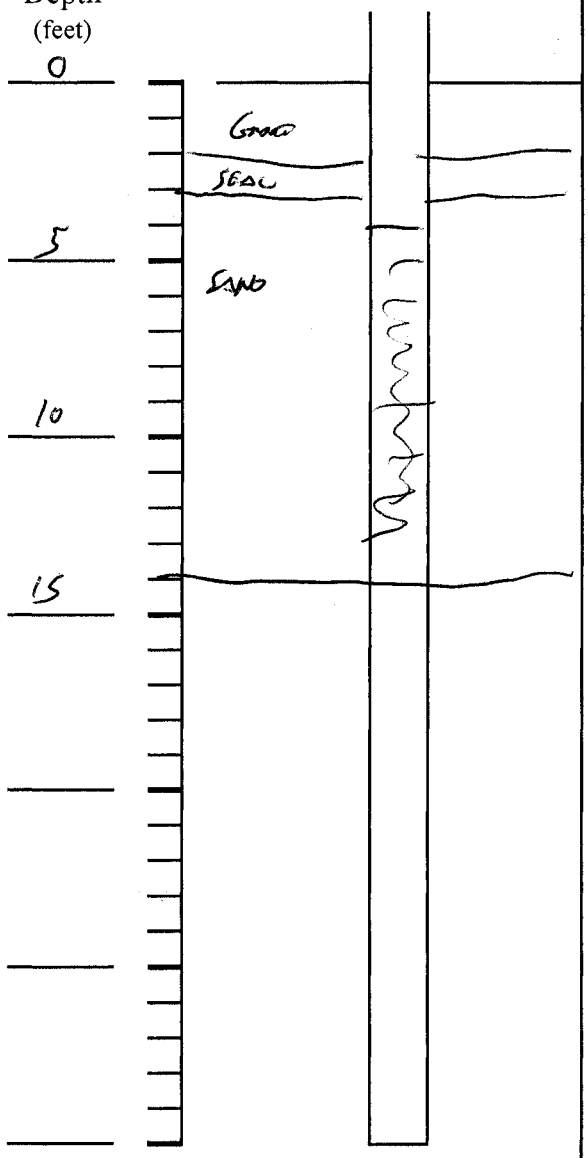
WELL DECOMMISSIONING RECORD

Site Name: Former Bacon	Well I.D.: MNW-2
Site Location: 1 Macedon, NY	Driller: Stone Country
Drilling Co.: Nothnagle Drilling	Inspector: Kevin T. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Mud Rotary
Casing retrieved (feet)	14'
Casing type/dia. (in)	2" Sch 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	14'
# of batches prepared	1
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	9
Volume of grout used (gal.)	9

WELL SCHEMATIC*



COMMENTS: Removed 8" curb box + 12"x12" concrete pad, knocked bottom plug out, flushed grout down riser/screen pulled riser/screen w/ CME 85

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

Drilling Contractor

Department Representative

FIGURE 3

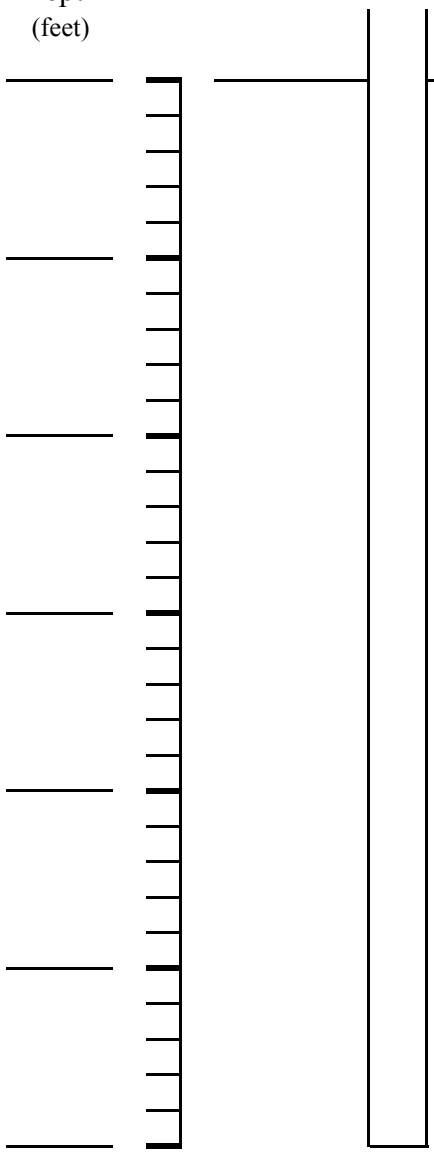
WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-3
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pull
Casing retrieved (feet)	12
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	12'
# of batches prepared	1
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	9
Volume of grout used (gal.)	8

WELL SCHEMATIC (See Log)



COMMENTS:

Removed 8" curb box and concrete pad. Knocked bottom plug out. Tremied grout down riser/ screen. Pulled riser/ screen with CME-85. Topped off with surrounding gravel.

Drilling Contractor

Department Representative

FIGURE 3

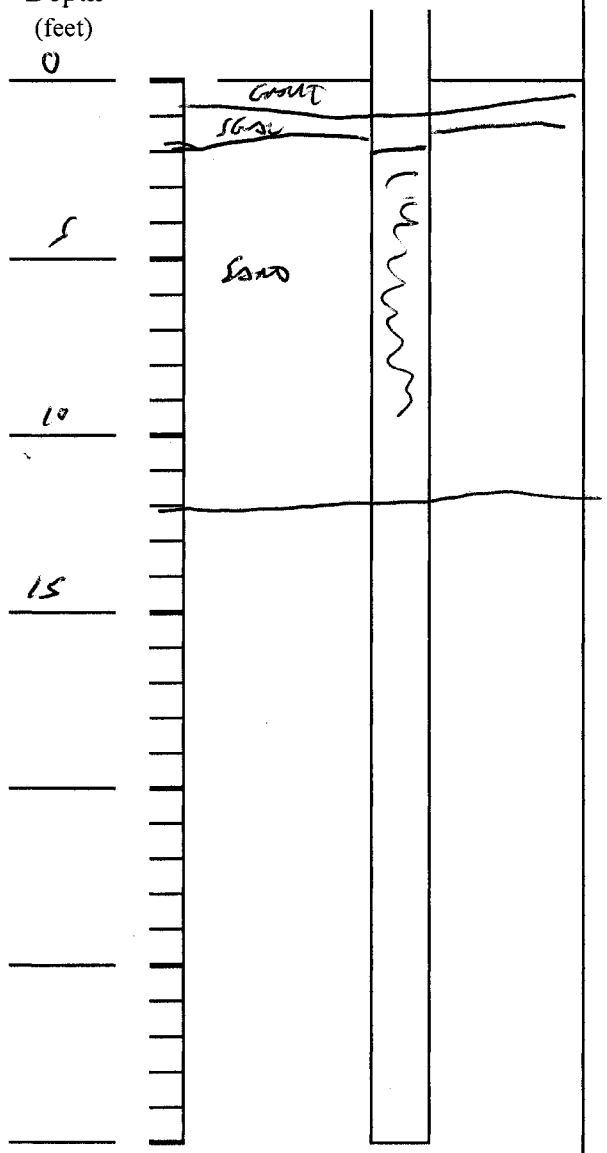
WELL DECOMMISSIONING RECORD

Site Name: Former Pactiv Site	Well I.D.: MMW-3
Site Location: 211 W Main St. Macedon, NY	Driller: Steve Lonanty
Drilling Co.: Nothnagle Drilling Co.	Inspector: Kevin J. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	
Casing retrieved (feet)	12'
Casing type/dia. (in)	2" Sch 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	12'
# of batches prepared	1
For each batch record:	
Quantity of water used (gal.)	7.5
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	9
Volume of grout used (gal.)	8

WELL SCHEMATIC*



COMMENTS: Removed 8" Curb Box, Knocked Bottom Plug out, Tremied Grout down riser/screen, pulled riser/screen w/Csg ES, removed 12'x12' Concrete PSO

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

Drilling Contractor

Department Representative

FIGURE 3

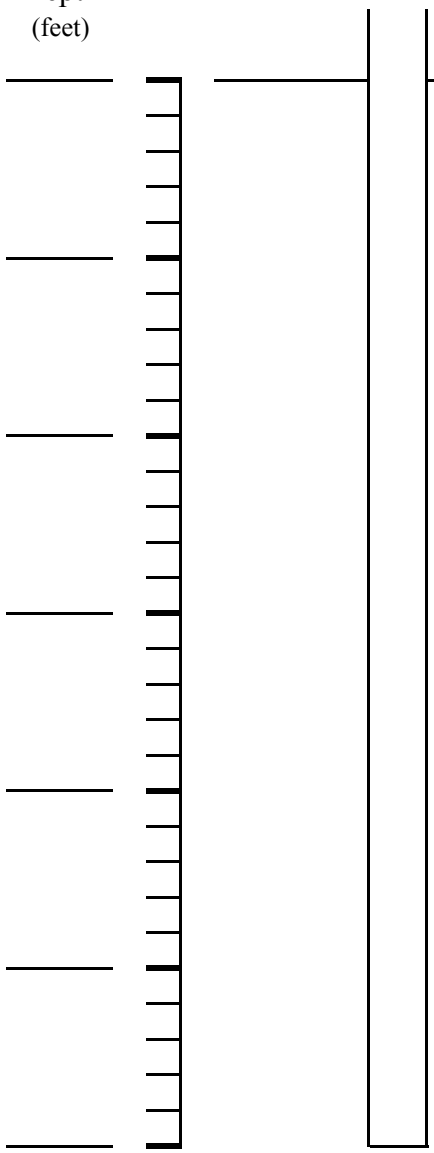
WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-4
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pull
Casing retrieved (feet)	14
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	14'
# of batches prepared	1.5
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	14
Volume of grout used (gal.)	14

WELL SCHEMATIC (See Log)



COMMENTS:

Removed 8" curb box and concrete pad. Knocked bottom plug out. Tremied grout down riser/ screen. Pulled riser/ screen with CME-85. Topped off with asphalt cold patch. Big void near top.

Drilling Contractor

Department Representative

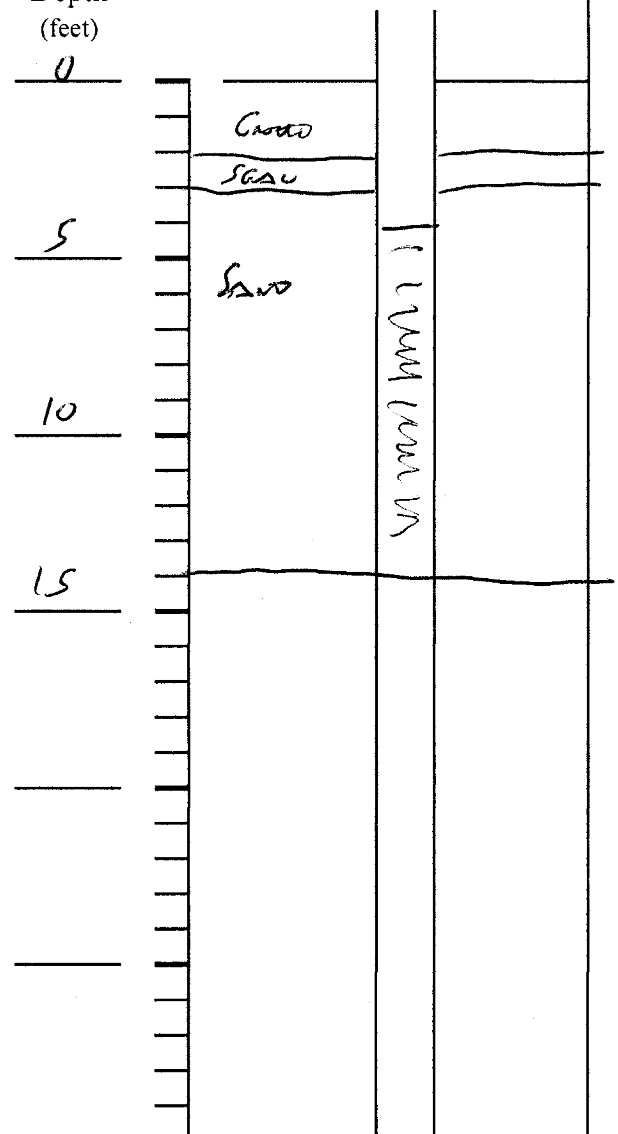
FIGURE 3
WELL DECOMMISSIONING RECORD

Site Name: Former Racon Site	Well I.D.: MW-4
Site Location: 112 Main St. Macedon, NY	Driller: Steve Lonaway
Drilling Co.: Nothnagle Drilling Co.	Inspector: Kevin J. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	
Casing retrieved (feet)	~~14~~ 14'
Casing type/dia. (in)	2" dia Sch 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	14'
# of batches prepared	1.5
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	6
Volume of grout prepared (gal.)	~~[illegible]~~ 14
Volume of grout used (gal.)	~~[illegible]~~ 14

WELL SCHEMATIC*



COMMENTS: Removed 12"x12" ~~[illegible]~~ concrete pad + 8" curb box. Knocked bottom plug out, tremied grout down riser/screen, pulled screen/riser w/ CME 85. Big void near top

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

[signature]
Drilling Contractor

Department Representative

FIGURE 3

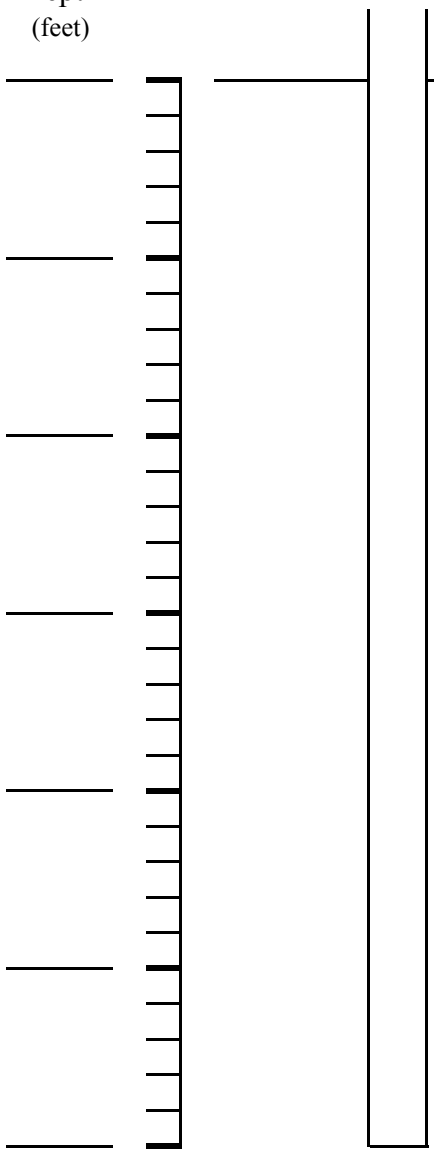
WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-5
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pull
Casing retrieved (feet)	16
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	16'
# of batches prepared	1.5
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	13
Volume of grout used (gal.)	13

WELL SCHEMATIC (See Log)



COMMENTS:
Removed 8" curb box and concrete pad. Knocked bottom plug out. Tremied grout down riser/ screen. Pulled riser/ screen with CME-85. Topped off with asphalt cold patch.

Drilling Contractor

Department Representative

FIGURE 3

WELL DECOMMISSIONING RECORD

Site Name: Former Raceco	Well I.D.: MW-5
Site Location: 112 Main St. Macedon NY	Driller: Steve W. Lonsky
Drilling Co.: Nothnagle Drilling	Inspector: Kevin T. McGowan
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING

Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	

CASING PULLING

Method employed	
Casing retrieved (feet)	16'
Casing type/dia. (in)	2" Sch 40 PVC

CASING PERFORATING

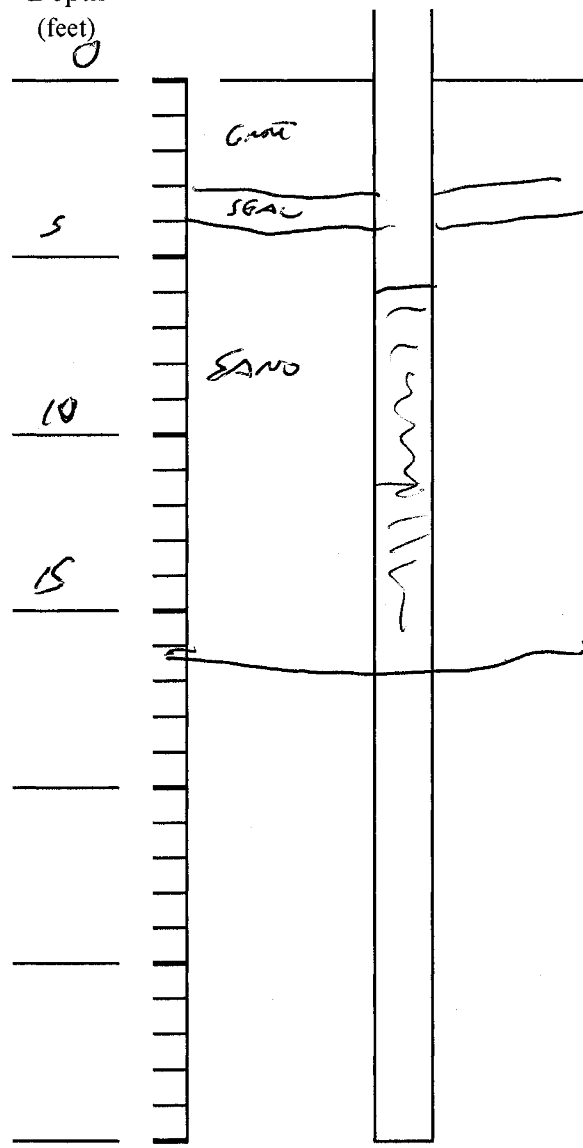
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	

GROUTING

Interval grouted (FBLS)	16'
# of batches prepared	1.5
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	~~10~~ 13
Volume of grout used (gal.)	13

WELL SCHEMATIC*

Depth (feet)



COMMENTS: Removed 8" curb box + 12"x12" concrete pad. Knocked bottom plug out, tremied grout down riser/screen, pulled riser/screen w/ CME 85

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

[signature]

Drilling Contractor

Department Representative

FIGURE 3

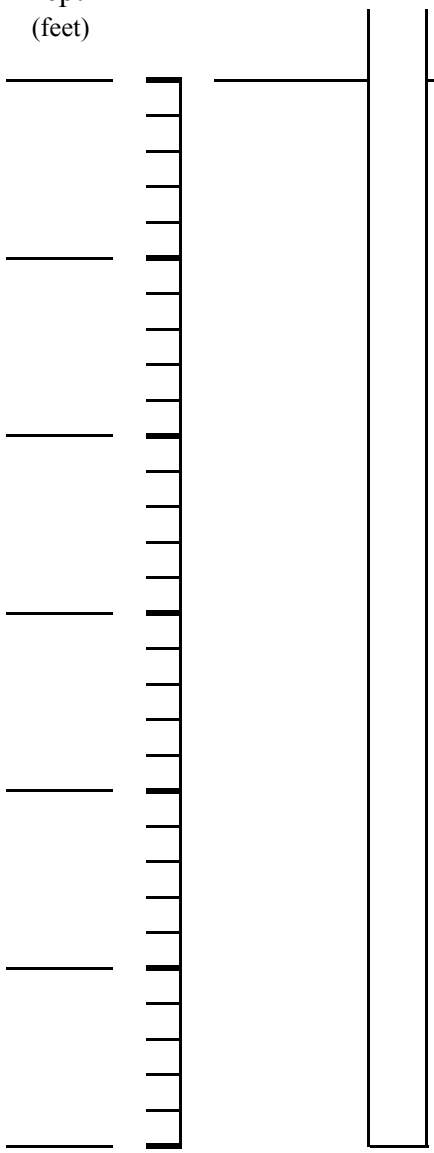
WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-6
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pull
Casing retrieved (feet)	23.5
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	23.5'
# of batches prepared	1.5
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	14
Volume of grout used (gal.)	14

WELL SCHEMATIC (See Log)



COMMENTS:
Removed 8" curb box and concrete pad. Knocked bottom plug out. Tremied grout down riser/ screen. Pulled riser/ screen with CME-85. Topped off with surrounding gravel.

Drilling Contractor

Department Representative

FIGURE 3

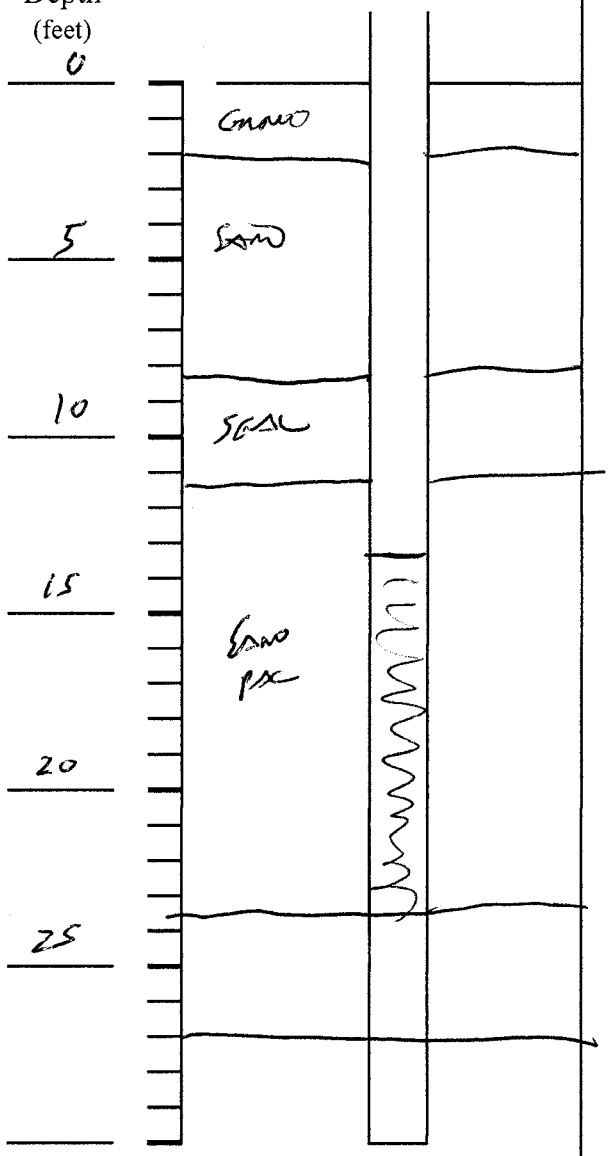
WELL DECOMMISSIONING RECORD

Site Name: Former Rack Site	Well I.D.: MMW-6
Site Location: 112 Main St. MACGOON, NY	Driller: STEVE LONGO
Drilling Co.: Moonnagle Drilling	Inspector: Kevin T. McGovern
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	
Casing retrieved (feet)	23.5'
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	23.5
# of batches prepared	1.5
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	18 14
Volume of grout used (gal.)	

WELL SCHEMATIC*



COMMENTS: REMOVED 8" CURB BOX & CONCRETE PAD, KNOCKED BOTTOM PLUG OUT, THREAD DOWN RISER/SCREEN, PULLED RISER/SCREEN W/ CME 85

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

Drilling Contractor

Department Representative

FIGURE 3

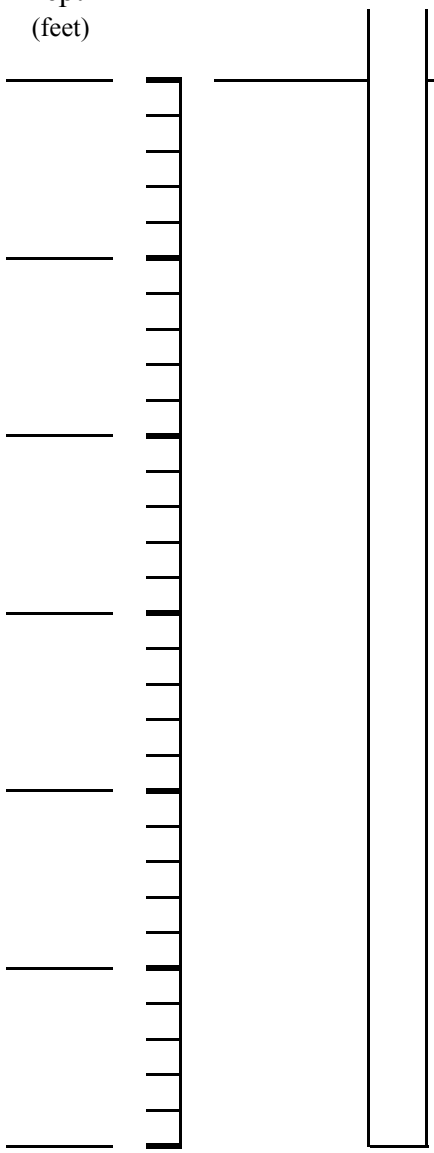
WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-7
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/29/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pull
Casing retrieved (feet)	16.5
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	16.5'
# of batches prepared	1
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	9
Volume of grout used (gal.)	9

WELL SCHEMATIC (See Log)



COMMENTS:
Removed 8" curb box and concrete pad. Knocked bottom plug out. Tremied grout down riser/ screen. Pulled riser/ screen with AMS Powerprobe 9630. Topped off with surrounding gravel.

Drilling Contractor

Department Representative

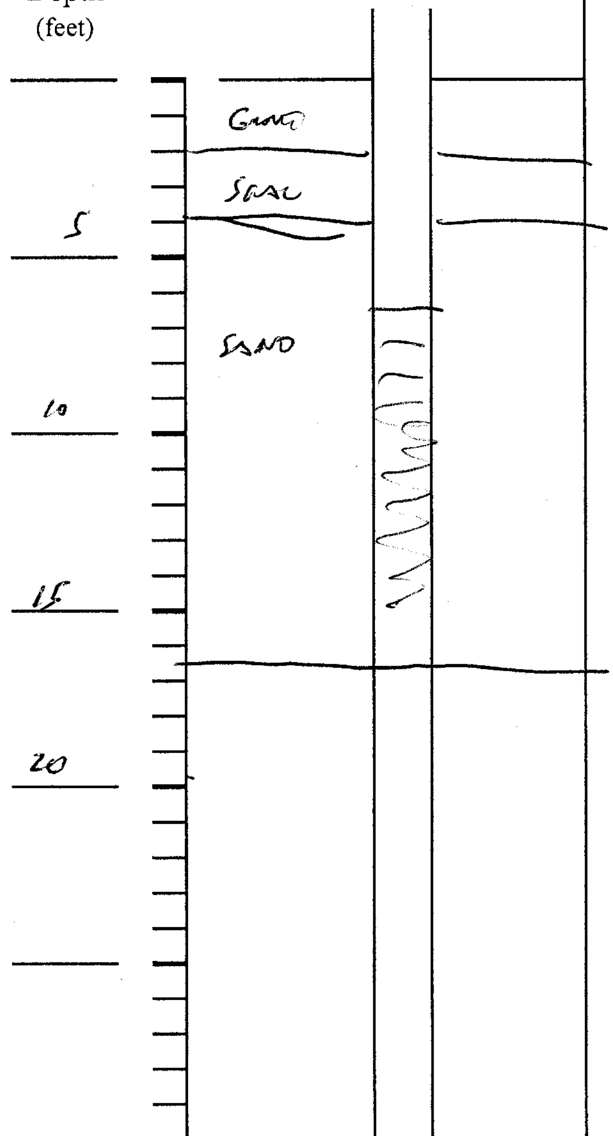
FIGURE 3
WELL DECOMMISSIONING RECORD

Site Name: Former Racew	Well I.D.: MMW-7
Site Location: 112 Main St.	Driller: Steve Lomany
Drilling Co.: Nothnagle Drilling Co	Inspector: Kevin J. McGowan
	Date: 8/29/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	Rig Pulled
Casing retrieved (feet)	16.5'
Casing type/dia. (in)	2" SCH 40 PVC
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	16.5'
# of batches prepared	1
For each batch record:	
Quantity of water used (gal.)	78
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	9
Volume of grout used (gal.)	9

WELL SCHEMATIC*
Depth
(feet)



COMMENTS: Removed 8" Curb Box & Concrete Pad w/ AMS PowerProbe 9630, Tremied Grout Down Riser/Screen Pulled Riser/Screen w/ Power Probe

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

Drilling Contractor

Department Representative

FIGURE 3

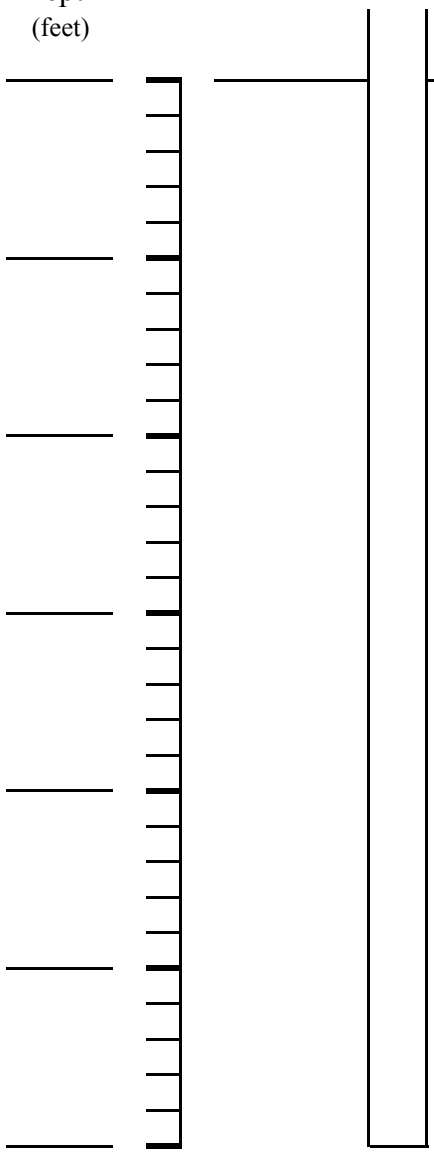
WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-8
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/29/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	
Casing retrieved (feet)	
Casing type/dia. (in)	
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	15'
# of batches prepared	0.25
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	2
Volume of grout used (gal.)	2

WELL SCHEMATIC (See Log)



COMMENTS:
Poured grout down riser/ screen with funnel. Topped off with concrete.

Drilling Contractor

Department Representative

FIGURE 3

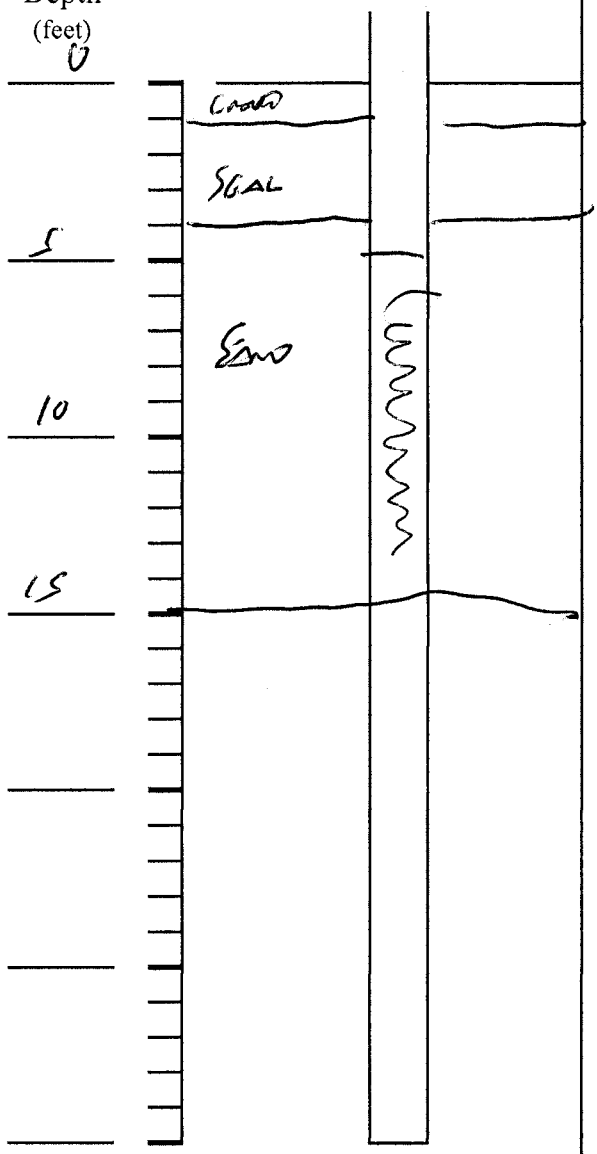
WELL DECOMMISSIONING RECORD

Site Name: Former Racoon Films	Well I.D.: MMW-5
Site Location: 112 Main St. Macedon, NY	Driller: Stone Country
Drilling Co.: Nothnagle Drilling Co.	Inspector: Kevin T. McGrath
	Date: 8/29/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	
Casing retrieved (feet)	
Casing type/dia. (in)	
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	15'
# of batches prepared	0.25
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	1.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	~2
Volume of grout used (gal.)	2

WELL SCHEMATIC*



COMMENTS: Poured Grout down riser/casing w/ funnel
Topped w/ Concrete

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

Drilling Contractor

Department Representative

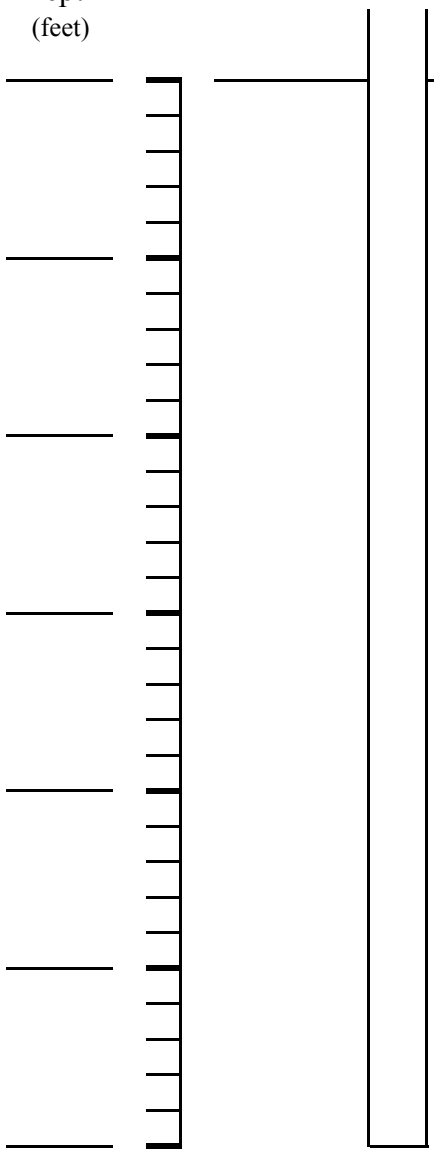
FIGURE 3

WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-9
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/29/12

DECOMMISSIONING DATA (Fill in all that apply)	
OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	
Casing retrieved (feet)	
Casing type/dia. (in)	
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	15'
# of batches prepared	0.25
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	2
Volume of grout used (gal.)	2

WELL SCHEMATIC (See Log)



COMMENTS:

Poured grout down riser/ screen with funnel. Topped off with concrete.

Drilling Contractor

Department Representative

FIGURE 3

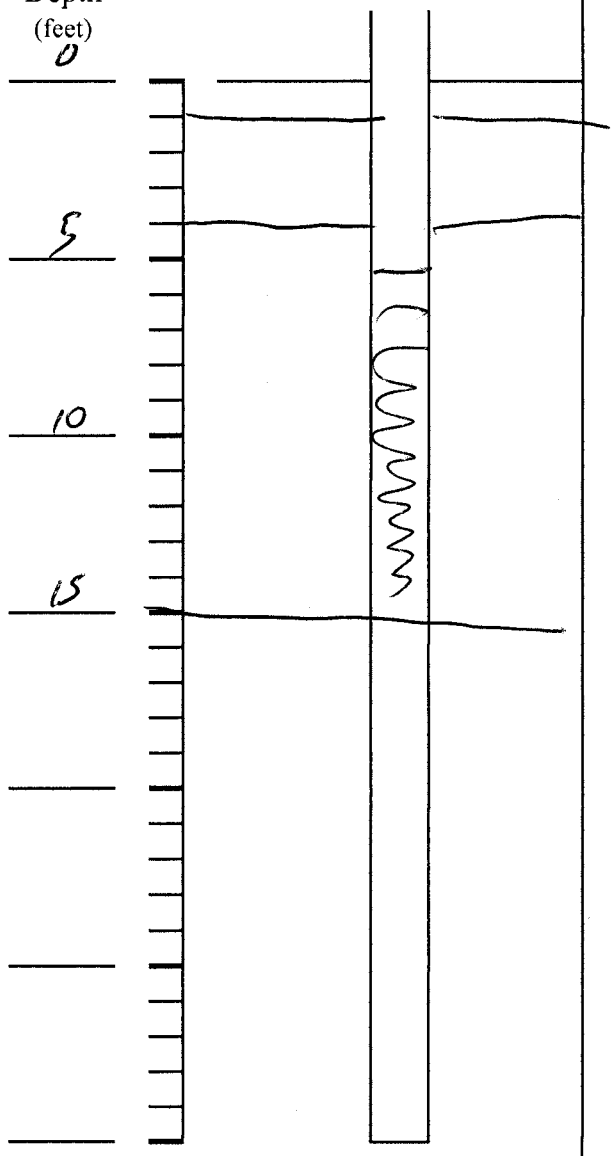
WELL DECOMMISSIONING RECORD

Site Name: Former Racine	Well I.D.: MW-9
Site Location: 112 Main St. Macedon, NY	Driller: Steve Lounsbury
Drilling Co.: Northeast Drilling Company	Inspector: Karen J. McGowan
	Date: 8/28/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	
Casing retrieved (feet)	
Casing type/dia. (in)	
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	15'
# of batches prepared	0.25
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	2
Volume of grout used (gal.)	2

WELL SCHEMATIC*



COMMENTS: Poured Grout down riser/screen w/funnel
Topped w/ Concrete

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

Drilling Contractor

Department Representative

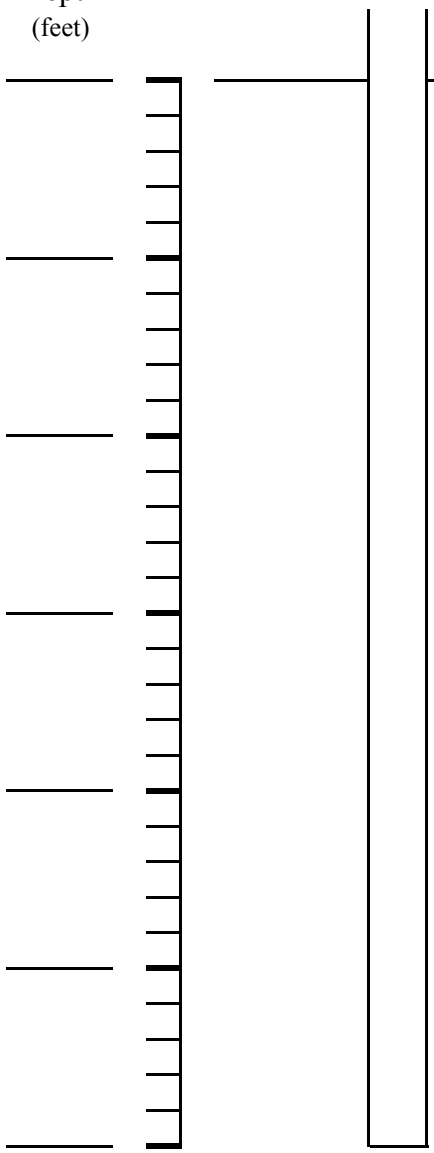
FIGURE 3

WELL DECOMMISSIONING RECORD

Site Name: Macedon Films Site	Well I.D.: MMW-10
Site Location: 112 Main St., Macedon, NY	Driller: Steve Loranty
Drilling Co.: Nothnagle Drilling, Inc	Inspector: Kevin J. McGovern
	Date: 8/29/12

DECOMMISSIONING DATA (Fill in all that apply)	
OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	
Casing retrieved (feet)	
Casing type/dia. (in)	
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	15'
# of batches prepared	0.25
For each batch record:	
Quantity of water used (gal.)	7.8
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	2
Volume of grout used (gal.)	2

WELL SCHEMATIC (See Log)



COMMENTS:

Poured grout down riser/ screen with funnel. Topped off with concrete.

Drilling Contractor

Department Representative

FIGURE 3

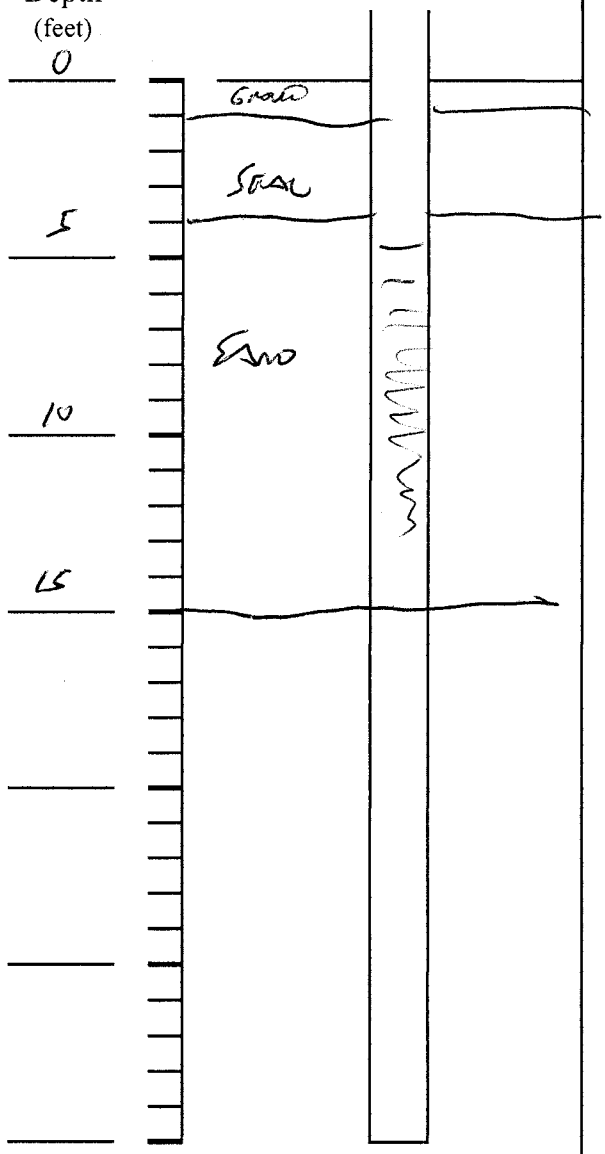
WELL DECOMMISSIONING RECORD

Site Name: Former Basin	Well I.D.: MW-10
Site Location: 102 Main St Macedon, NY	Driller: Steve Lonamy
Drilling Co.: Nothnagle Drilling	Inspector: Kevin J. McGovern
	Date: 8/29/12

DECOMMISSIONING DATA
(Fill in all that apply)

OVERDRILLING	
Interval Drilled	
Drilling Method(s)	
Borehole Dia. (in.)	
Temporary Casing Installed? (y/n)	
Depth temporary casing installed	
Casing type/dia. (in.)	
Method of installing	
CASING PULLING	
Method employed	
Casing retrieved (feet)	
Casing type/dia. (in)	
CASING PERFORATING	
Equipment used	
Number of perforations/foot	
Size of perforations	
Interval perforated	
GROUTING	
Interval grouted (FBLS)	15'
# of batches prepared	ORS
For each batch record:	
Quantity of water used (gal.)	78
Quantity of cement used (lbs.)	94
Cement type	Type I/II
Quantity of bentonite used (lbs.)	3.9
Quantity of calcium chloride used (lbs.)	0
Volume of grout prepared (gal.)	2
Volume of grout used (gal.)	2

WELL SCHEMATIC*



COMMENTS: Poured Grout down casing/screen w/ Plunger, Topped w/ concrete

* Sketch in all relevant decommissioning data, including: interval overdrilled, interval grouted, casing left in hole, well stickup, etc.

Drilling Contractor

Department Representative

APPENDIX C

Excavation Work Plan

APPENDIX C - EXCAVATION WORK PLAN (EWP)

C-1 NOTIFICATION

At least seven (7) days prior to the start of any activity that is anticipated to encounter remaining contamination in the three (3) areas identified in Figure 7 of this SMP and the ALTA survey (Appendix A – Areas of Concern (AOC)) such as excavation for foundations or utilities), or regrading (referred to herein as "intrusive work"), the site owner or their representative will notify the NYS Department of Environmental Conservation (NYSDEC). Currently, this notification will be made to:

Regional Environmental Remediation Engineer, Region 8
NYS Department of Environmental Conservation
6274 E. Avon-Lima Rd.
Avon, NY 14414-9519
Tel. (585) 226-5326

This notification will include:

- A detailed description of the intrusive work to be performed, including the location and areal extent, plans for site re-grading, structures or utilities to be installed, estimated volumes of potentially contaminated soil to be excavated, stormwater pollution prevention plan[1] and dust control measures to be implemented;
- A summary of environmental conditions anticipated in the work areas, including the nature and concentration levels of contaminants of concern and plans for any pre-construction sampling;
- A schedule for the work, detailing the start and completion of all intrusive work;
- A summary of the applicable components of this EWP;
- A statement that the work will be performed in compliance with this EWP and 29 CFR 1910.120;
- A copy of the contractor's health and safety plan, in electronic format;

[1] The SWPPP measures shall be designed by a "qualified professional" as that term is the defined in the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, Permit No. GP-0-10-001 (effective date January 29, 2010).

- Identification of disposal facilities for potential waste streams; and
- Identification of sources of any anticipated backfill, along with all required chemical testing results.

C-2 SOIL SCREENING METHODS

Visual, olfactory and instrument-based soil screening will be performed by a qualified environmental professional during all intrusive work in the AOCs. Soil screening will be performed for all intrusive work after issuance of the COC. Soils will be segregated based on previous environmental data and screening results into one of the following four (4) categories: material that requires off-site disposal, material that requires testing, material that can be returned to the subsurface, and material that can be used as cover soil.

C-3 SOIL STOCKPILE METHODS

Soil stockpiles will be continuously encircled with a berm and/or silt fence. Hay bales will be used as needed near catch basins, surface waters and other discharge points.

Stockpiles will be kept covered at all times with appropriately anchored tarps. Stockpiles will be routinely inspected by the site owner and damaged tarp covers will be promptly replaced. Results of inspections will be recorded in a logbook and maintained at the site and available for inspection by NYSDEC.

C-4 MATERIALS EXCAVATION AND LOAD OUT

A qualified environmental professional or person under their supervision will oversee all intrusive work and the excavation and load-out of all excavated material.

The site owner and its contractors are solely responsible for safe execution of all intrusive work performed under this Plan.

The presence of utilities and easements on the site will be investigated by the qualified environmental professional. It will be determined whether a risk or impediment to the planned work under this SMP is posed by utilities or easements on the site.

Loaded vehicles leaving the site will be appropriately lined, tarped, securely covered, manifested, and placarded in accordance with all applicable Federal, State (for example, NYSDOT) and local transportation requirements.

The qualified environmental professional will be responsible for ensuring that all egress points for truck and equipment transport from the site are clean of dirt and other materials derived from the site during intrusive excavation activities and that all outbound trucks are not tracking contaminated soil off-site. Cleaning of outbound trucks and adjacent streets will be performed as needed to maintain a clean condition with respect to site-derived materials. Locations where vehicles enter or exit the site shall be inspected daily for evidence of off-site soil tracking.

C-5 EXCAVATED MATERIALS TRANSPORT OFF-SITE

All transport of excavated materials will be performed by licensed haulers in accordance with appropriate local, State, and Federal regulations, including 6 NYCRR Part 364. Haulers will be appropriately licensed and trucks properly placarded.

Excavated material transported by trucks exiting the site will be secured with tight-fitting covers. Loose-fitting canvas-type truck covers will be prohibited. If loads contain wet material capable of producing free liquid, truck liners will be used.

The site is located at the intersection of Ontario Center Road (Route 350) and Main Street (State Route 31). Trucks will mainly utilize either Ontario Center Road or Main Street when accessing the site. All trucks loaded with excavated materials will exit the site using only one of these two streets.

Trucks will be prohibited from stopping and idling in the neighborhood outside the project site. Queuing of trucks will be performed on-site in order to minimize off-site disturbance and off-site queuing will be prohibited. Egress points for truck and equipment transport from the site will be kept clean of dirt and other materials during any intrusive work.

C-6 EXCAVATED MATERIALS DISPOSAL OFF-SITE

All excavated materials to be removed from the site will be treated as contaminated and regulated material and transported and disposed in accordance with all local, State (including 6

NYCRR Part 360) and Federal regulations. If any excavated materials from the AOCs is proposed for unregulated off-site disposal (that is, clean soil removed for development purposes), a formal request with an associated plan will be made to the NYSDEC. Unregulated off-site management of excavated materials from the AOCs on this site will not occur without formal NYSDEC approval.

Off-site disposal locations for excavated materials will be identified in the pre-excavation notification. This will include estimated quantities and a breakdown by class of disposal facility (that is, a hazardous waste disposal facility, solid waste landfill, petroleum treatment facility, C/D recycling facility, etc.). Actual disposal quantities and associated documentation will be reported to the NYSDEC in Periodic Review Reports submitted under the SMP. This documentation will include waste profiles, test results, facility acceptance letters, manifests (if required), bills of lading and facility receipts.

Excavated materials consisting of non-hazardous historic fill and contaminated soils taken off-site will be handled, at minimum, as a Municipal Solid Waste per 6 NYCRR Part 360-1.2.

C-7 EXCAVATED MATERIALS REUSE ON-SITE

Excavated material, including historic fill and contaminated soil that is acceptable for re-use on-site, may be used for backfill or landscaping berms. Excavated material not acceptable for this re-use will be sent off-site for disposal.

C-8 FLUIDS MANAGEMENT

All liquids generated as part of the excavation work will be handled, transported and disposed in accordance with applicable local, State, and Federal regulations. Any dewatering, purge and development fluids will not be recharged back to the land surface or subsurface of the site, but will be managed off-site.

C-9 COVER SYSTEM RESTORATION

The selected remedy for this site does not include engineering controls such as a cover system.

C-10 BACKFILL FROM OFF-SITE SOURCES

All materials proposed for import onto the site into excavated areas of an AOC will be approved by the qualified environmental professional and will be in compliance with provisions in this EWP prior to receipt at the site. All imported soils will meet the backfill and cover soil quality standards established in 6 NYCRR 375-6.7(d) and will not be imported onto the site without prior approval by NYSDEC. Solid waste will not be imported onto the site. Material from industrial sites, spill sites, or other environmental remediation sites or potentially contaminated sites will not be imported to the site.

Trucks entering the site with imported soils will be securely covered with tight fitting covers. Imported soils will be stockpiled separately from excavated materials and covered to prevent dust releases.

C-11 CONTINGENCY PLAN

If underground tanks or other previously unidentified contaminant sources are found during any intrusive work, the excavation activities will be suspended until sufficient equipment is mobilized to address the condition.

Sampling will be performed on product, sediment and surrounding soils, etc. as necessary to determine the nature of the unidentified material and proper disposal method. Chemical analysis will be performed for a full list of analytes (that is, TAL metals; TCL volatiles and semi-volatiles, TCL pesticides and PCBs), unless the site history and previous sampling results provide a sufficient justification to limit the list of analytes. In each case, a reduced list of analytes will be proposed to the NYSDEC for approval prior to sampling.

Identification of unknown or unexpected contaminated media identified by screening during a site excavation will be communicated by phone to the NYSDEC contact noted at C-1. Reportable quantities of petroleum product will also be reported to the NYSDEC spills hotline. These findings will be included in the Periodic Review Reports required under the SMP.

C-12 COMMUNITY AIR MONITORING PLAN

Guidance for development of a Community Air Monitoring Plan (CAMP) is contained in Appendix E of the SMP and a CAMP will be prepared for each excavation that reflects the anticipated contamination that may be encountered.

Exceedances of action levels listed in the CAMP will be communicated by phone to the NYSDEC contact noted at C-1.

C-13 ODOR CONTROL PLAN

This odor control plan is capable of controlling emissions of nuisance odors off-site at adjacent businesses during the performance of intrusive work. If nuisance odors are identified at the site boundary, or if odor complaints are received, the intrusive work will be halted and the source of odors will be identified and corrected. Work will not resume until all nuisance odors have been abated. NYSDEC and NYSDOH will be notified of all odor events and of any other complaints about the project. Implementation of all odor controls, including the halt of work, is the responsibility of the property owner's Project Manager and any measures that are implemented will be discussed in the Periodic Review Report.

Means to address nuisance odors will include, as appropriate, the following: (a) limiting the area of open excavations and the size of soil stockpiles; (b) shrouding open excavations with tarps and other covers; and (c) using foams to cover exposed odorous soils. If odors develop and cannot be otherwise controlled, additional means to eliminate odor nuisances will be considered for implementation, including but not limited to, the following: direct load-out of soils to trucks for off-site disposal, use of chemical odorants in spray or misting systems; and use of staff to monitor odors in surrounding neighborhoods.

If nuisance odors develop during intrusive work that cannot be corrected, or where the control of nuisance odors cannot otherwise be achieved due to on-site conditions or close proximity to sensitive receptors, odor control will be achieved by sheltering the excavation and handling areas in a temporary containment structure equipped with appropriate air venting/filtering systems.

APPENDIX D

Health and Safety Plan Requirements

APPENDIX D HEALTH AND SAFETY PLAN REQUIREMENTS

A. Overview

Remedial actions at the site were conducted in accordance with Brownfield Cleanup Agreement Index Number B8-0669-04-06. The Decision Document issued by the New York State Department of Environmental Conservation (NYSDEC) in March 2012 required the development of a Site Management Plan (SMP) that contains an Excavation Work Plan (EWP) that details the provisions for management of future excavations in areas of remaining contamination. Any excavations in the areas of remaining contamination shall be performed in accordance with the EWP that is a part of the Department-approved SMP.

B. Health and Safety Plan

1. Any person conducting excavations covered by the EWP is required to prepare and implement a site-specific health and safety plan (HASP), which must be adhered to by all personnel involved in the work. The HASP is a requirement of the federal Occupational Safety and Health Administration (OSHA) and is not subject to the approval of NYSDEC.

2. The HASP will be prepared by a qualified person in accordance with the most recently adopted and applicable general industry (29 CFR 1910) and construction (29 CFR 1926) standards of OSHA, the U.S. Department of Labor, as well as any other federal, state or local applicable statutes or regulations.

3. A copy of the HASP must be available at the site during the conduct of all activities to which it is applicable.

4. The HASP shall be developed in a manner consistent with any existing emergency response plans that are in effect for activities on the site.

5. A copy of the HASP shall be provided to NYSDEC with the notification required under the EWP for work performed by the site owner or a third party contractor.

APPENDIX E

Community Air Monitoring Plan

Appendix 1A
New York State Department of Health
Generic Community Air Monitoring Plan

Overview

A Community Air Monitoring Plan (CAMP) requires real-time monitoring for volatile organic compounds (VOCs) and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is not intended for use in establishing action levels for worker respiratory protection. Rather, its intent is to provide a measure of protection for the downwind community (i.e., off-site receptors including residences and businesses and on-site workers not directly involved with the subject work activities) from potential airborne contaminant releases as a direct result of investigative and remedial work activities. The action levels specified herein require increased monitoring, corrective actions to abate emissions, and/or work shutdown. Additionally, the CAMP helps to confirm that work activities did not spread contamination off-site through the air.

The generic CAMP presented below will be sufficient to cover many, if not most, sites. Specific requirements should be reviewed for each situation in consultation with NYSDOH to ensure proper applicability. In some cases, a separate site-specific CAMP or supplement may be required. Depending upon the nature of contamination, chemical- specific monitoring with appropriately-sensitive methods may be required. Depending upon the proximity of potentially exposed individuals, more stringent monitoring or response levels than those presented below may be required. Special requirements will be necessary for work within 20 feet of potentially exposed individuals or structures and for indoor work with co-located residences or facilities. These requirements should be determined in consultation with NYSDOH.

Reliance on the CAMP should not preclude simple, common-sense measures to keep VOCs, dust, and odors at a minimum around the work areas.

Community Air Monitoring Plan

Depending upon the nature of known or potential contaminants at each site, real-time air monitoring for VOCs and/or particulate levels at the perimeter of the exclusion zone or work area will be necessary. Most sites will involve VOC and particulate monitoring; sites known to be contaminated with heavy metals alone may only require particulate monitoring. If radiological contamination is a concern, additional monitoring requirements may be necessary per consultation with appropriate DEC/NYSDOH staff.

Continuous monitoring will be required for all ground intrusive activities and during the demolition of contaminated or potentially contaminated structures. Ground intrusive activities include, but are not limited to, soil/waste excavation and handling, test pitting or trenching, and the installation of soil borings or monitoring wells.

Periodic monitoring for VOCs will be required during non-intrusive activities such as the collection of soil and sediment samples or the collection of groundwater samples from existing monitoring wells. “Periodic” monitoring during sample collection might reasonably consist of taking a reading upon arrival at a sample location, monitoring while opening a well cap or

overturning soil, monitoring during well baling/purging, and taking a reading prior to leaving a sample location. In some instances, depending upon the proximity of potentially exposed individuals, continuous monitoring may be required during sampling activities. Examples of such situations include groundwater sampling at wells on the curb of a busy urban street, in the midst of a public park, or adjacent to a school or residence.

VOC Monitoring, Response Levels, and Actions

Volatile organic compounds (VOCs) must be monitored at the downwind perimeter of the immediate work area (i.e., the exclusion zone) on a continuous basis or as otherwise specified. Upwind concentrations should be measured at the start of each workday and periodically thereafter to establish background conditions, particularly if wind direction changes. The monitoring work should be performed using equipment appropriate to measure the types of contaminants known or suspected to be present. The equipment should be calibrated at least daily for the contaminant(s) of concern or for an appropriate surrogate. The equipment should be capable of calculating 15-minute running average concentrations, which will be compared to the levels specified below.

1. If the ambient air concentration of total organic vapors at the downwind perimeter of the work area or exclusion zone exceeds 5 parts per million (ppm) above background for the 15-minute average, work activities must be temporarily halted and monitoring continued. If the total organic vapor level readily decreases (per instantaneous readings) below 5 ppm over background, work activities can resume with continued monitoring.

2. If total organic vapor levels at the downwind perimeter of the work area or exclusion zone persist at levels in excess of 5 ppm over background but less than 25 ppm, work activities must be halted, the source of vapors identified, corrective actions taken to abate emissions, and monitoring continued. After these steps, work activities can resume provided that the total organic vapor level 200 feet downwind of the exclusion zone or half the distance to the nearest potential receptor or residential/commercial structure, whichever is less - but in no case less than 20 feet, is below 5 ppm over background for the 15-minute average.

3. If the organic vapor level is above 25 ppm at the perimeter of the work area, activities must be shutdown.

4. All 15-minute readings must be recorded and be available for State (DEC and NYSDOH) personnel to review. Instantaneous readings, if any, used for decision purposes should also be recorded.

Particulate Monitoring, Response Levels, and Actions

Particulate concentrations should be monitored continuously at the upwind and downwind perimeters of the exclusion zone at temporary particulate monitoring stations. The particulate monitoring should be performed using real-time monitoring equipment capable of measuring particulate matter less than 10 micrometers in size (PM-10) and capable of integrating over a period of 15 minutes (or less) for comparison to the airborne particulate action level. The equipment must be equipped with an audible alarm to indicate exceedance of the action level. In addition, fugitive dust migration should be visually assessed during all work activities.

1. If the downwind PM-10 particulate level is 100 micrograms per cubic meter (mcg/m^3) greater than background (upwind perimeter) for the 15-minute period or if airborne dust is observed leaving the work area, then dust suppression techniques must be employed. Work may continue with dust suppression techniques provided that downwind PM-10 particulate levels do not exceed 150 mcg/m^3 above the upwind level and provided that no visible dust is migrating from the work area.

2. If, after implementation of dust suppression techniques, downwind PM-10 particulate levels are greater than 150 mcg/m^3 above the upwind level, work must be stopped and a re-evaluation of activities initiated. Work can resume provided that dust suppression measures and other controls are successful in reducing the downwind PM-10 particulate concentration to within 150 mcg/m^3 of the upwind level and in preventing visible dust migration.

3. All readings must be recorded and be available for State (DEC and NYSDOH) and County Health personnel to review.

December 2009

Appendix 1B
Fugitive Dust and Particulate Monitoring

A program for suppressing fugitive dust and particulate matter monitoring at hazardous waste sites is a responsibility on the remedial party performing the work. These procedures must be incorporated into appropriate intrusive work plans. The following fugitive dust suppression and particulate monitoring program should be employed at sites during construction and other intrusive activities which warrant its use:

1. Reasonable fugitive dust suppression techniques must be employed during all site activities which may generate fugitive dust.

2. Particulate monitoring must be employed during the handling of waste or contaminated soil or when activities on site may generate fugitive dust from exposed waste or contaminated soil. Remedial activities may also include the excavation, grading, or placement of clean fill. These control measures should not be considered necessary for these activities.

3. Particulate monitoring must be performed using real-time particulate monitors and shall monitor particulate matter less than ten microns (PM10) with the following minimum performance standards:

(a) Objects to be measured: Dust, mists or aerosols;
(b) Measurement Ranges: 0.001 to 400 mg/m3 (1 to 400,000 :ug/m3);
(c) Precision (2-sigma) at constant temperature: +/- 10 :g/m3 for one second averaging; and +/- 1.5 g/m3 for sixty second averaging;
(d) Accuracy: +/- 5% of reading +/- precision (Referred to gravimetric calibration with SAE fine test dust (mmd= 2 to 3 :m, g= 2.5, as aerosolized);
(e) Resolution: 0.1% of reading or 1g/m3, whichever is larger;
(f) Particle Size Range of Maximum Response: 0.1-10;
(g) Total Number of Data Points in Memory: 10,000;
(h) Logged Data: Each data point with average concentration, time/date and data point number
(i) Run Summary: overall average, maximum concentrations, time/date of maximum, total number of logged points, start time/date, total elapsed time (run duration), STEL concentration and time/date occurrence, averaging (logging) period, calibration factor, and tag number;
(j) Alarm Averaging Time (user selectable): real-time (1-60 seconds) or STEL (15 minutes), alarms required;
(k) Operating Time: 48 hours (fully charged NiCd battery); continuously with charger;
(l) Operating Temperature: -10 to 50^{o} C (14 to 122^{o} F);
(m) Particulate levels will be monitored upwind and immediately downwind at the working site and integrated over a period not to exceed 15 minutes.

4. In order to ensure the validity of the fugitive dust measurements performed, there must be appropriate Quality Assurance/Quality Control (QA/QC). It is the responsibility of the remedial party to adequately supplement QA/QC Plans to include the following critical features: periodic instrument calibration, operator training, daily instrument performance (span) checks, and a record keeping plan.

5. The action level will be established at 150 ug/m3 (15 minutes average). While conservative,

this short-term interval will provide a real-time assessment of on-site air quality to assure both health and safety. If particulate levels are detected in excess of 150 ug/m3, the upwind background level must be confirmed immediately. If the working site particulate measurement is greater than 100 ug/m3 above the background level, additional dust suppression techniques must be implemented to reduce the generation of fugitive dust and corrective action taken to protect site personnel and reduce the potential for contaminant migration. Corrective measures may include increasing the level of personal protection for on-site personnel and implementing additional dust suppression techniques (see Paragraph 7). Should the action level of 150 ug/m3 continue to be exceeded work must stop and DER must be notified as provided in the site design or remedial work plan. The notification shall include a description of the control measures implemented to prevent further exceedances.

6. It must be recognized that the generation of dust from waste or contaminated soil that migrates off-site, has the potential for transporting contaminants off-site. There may be situations when dust is being generated and leaving the site and the monitoring equipment does not measure PM10 at or above the action level. Since this situation has the potential to allow for the migration of contaminants off-site, it is unacceptable. While it is not practical to quantify total suspended particulates on a real-time basis, it is appropriate to rely on visual observation. If dust is observed leaving the working site, additional dust suppression techniques must be employed. Activities that have a high dusting potential--such as solidification and treatment involving materials like kiln dust and lime--will require the need for special measures to be considered.

7. The following techniques have been shown to be effective for the controlling of the generation and migration of dust during construction activities:

(a) Applying water on haul roads;
(b) Wetting equipment and excavation faces;
(c) Spraying water on buckets during excavation and dumping;
(d) Hauling materials in properly tarped or watertight containers;
(e) Restricting vehicle speeds to 10 mph;
(f) Covering excavated areas and material after excavation activity ceases; and
(g) Reducing the excavation size and/or number of excavations.

Experience has shown that the chance of exceeding the 150ug/m3 action level is remote when the above-mentioned techniques are used. When techniques involving water application are used, care must be taken not to use excess water, which can result in unacceptably wet conditions. Using atomizing sprays will prevent overly wet conditions, conserve water, and provide an effective means of suppressing the fugitive dust.

8. The evaluation of weather conditions is necessary for proper fugitive dust control. When extreme wind conditions make dust control ineffective, as a last resort remedial actions may need to be suspended. There may be situations that require fugitive dust suppression and particulate monitoring requirements with action levels more stringent than those provided above. Under some circumstances, the contaminant concentration and/or toxicity may require additional monitoring to protect site personnel and the public. Additional integrated sampling and chemical analysis of the dust may also be in order. This must be evaluated when a health and safety plan is developed and when appropriate suppression and monitoring requirements are established for protection of health and the environment.

APPENDIX F

Site Inspection Form

Macedon Films Site
NYSDEC Site Number: C859025
Site-Wide Inspection Form

Date: _____ Inspector: _____

Company: _____

Job Title: _____

Signature: _____

Item Inspected	Action Needed (Y/N)	Comments	Inspector's Initials
Sitewide Use - Industrial Use Only (per 6 NYCRR part 375-1.8(g))			
Sitewide Use - Absence of Agriculture or Vegetable Gardens			
Change in Condition - Area 1 (North driveway near canal)			
Change in Condition - Area 2 (Courtyard near building 14)			
Change in Condition - Area 3 (Area to the west of building 6/6A)			
Other Items:			

EXHIBIT A

Brownfield Cleanup Agreement

New York State Department of Environmental Conservation
Division of Environmental Enforcement
Western Field Unit
270 Michigan Avenue, Buffalo, New York 14203-2999
Phone: (716) 851-7050 • **FAX:** (716) 851-7067
Website: www.dec.state.ny.us

Erin M. Crotty
Commissioner

October 25, 2004

Dick St. James
Pactiv Corporation Technology Center
2651 Brickyard Road
Canandaigua, New York 14424-1026

Re: Brownfield Cleanup Application
Former Macedon Films Site
BCP # C859025

Dear Mr. St. James:

Enclosed please find a final copy of the Brownfields Cleanup Agreements bearing original signatures. The effective date of the Agreement is October 14, 2004. Please coordinate the submission of work plans and the issuance of public notices with the project manager: Edward Hampston.

Sincerely,

Glen R.. Bailey
Senior Attorney

GRB:b:k
A:B3523
Enclosures

cc: (w/o encl.)
K. Lewandowski
B. Putzig
E. Hampston

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of a Remedial Program for **the former Macedon Films facility** under Article 27, Title 14 of the Environmental Conservation Law by **Pactiv Corporation**	BROWNFIELD SITE CLEANUP AGREEMENT Index # B8-0669-04-06 Site # C859025

WHEREAS, the Brownfield Cleanup Program Act was enacted to encourage the voluntary remediation of brownfield sites for reuse and redevelopment so as to advance the policy of the State of New York to conserve, improve, and protect its natural resources and environment, and control water, land, and air pollution; and

WHEREAS, the Department of Environmental Conservation (the "Department") is authorized to administer the Brownfield Cleanup Program contained in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, by a certified application dated May 3, 2004, Applicant **Pactiv Corporation** of 1900 West Field Court, Lake Forest, Illinois 60045, submitted a request to participate in the Brownfield Cleanup Program relative to property located at 112 Main Street in the Village of Macedon, County of Wayne, described as the former Macedon Films facility and the western-most 6.95 acre segment of the 23.6 acre complex originally owned entirely by Mobil Chemical Corporation and which complex now also includes Pliant Corporation's Huntsman Design Products as well as the Mobil and Macedon Films segments. The Macedon Films site is identified by tax identification number 62111-08-948968.

WHEREAS, the current use of the property is industrial, now occupied by Carlisle Plastics, LP. The intended use of the property is to remain industrial; and

WHEREAS, an opportunity for public comment on Applicant's request to participate in the Brownfield Cleanup Program was provided and the Department duly considered all comments received; and

WHEREAS, upon consideration of the factors enumerated in ECL 27-1407(8) and (9), the Department made a determination, based upon the information contained in the application and the certifications made by the Applicant, as well as any public comment received, that Applicant is eligible to participate in the Brownfield Cleanup Program as a Volunteer as defined in ECL 27-1405(1)(b).

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Citizen Participation Plan

Within twenty (20) Days after the effective date of this Agreement, Applicant shall submit a written citizen participation plan prepared in accordance with the requirements of ECL 27-1417 that, at a minimum (i) updates the names and addresses of the interested public and includes a brownfield site contact list; (ii) identifies major issues of public concern related to the Site; (iii) includes a description of citizen participation activities already performed; and (iv) includes a description and schedule of public participation activities that are either specifically required by law or are needed to address public concerns related to the Site. The Citizen Participation Plan shall be attached to and incorporated into this Agreement as Exhibit "A."

II. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14 and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site;

2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for contamination within the boundaries of the Site;

3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or

4. "OM&M Work Plan" if the Work Plan provides for operation, maintenance, and/or monitoring.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted within forty (40) Days after the effective date of this Agreement. Thereafter, the Applicant can submit such other and additional work plans as it deems appropriate.

2. A proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts to approve,

modify, or reject a proposed Work Plan within forty-five (45) Days from its receipt or within fifteen (15) Days from the close of the comment period, if applicable, whichever is later.

i) Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be incorporated into and become an enforceable part of this Agreement as Exhibit "C" and shall be implemented in accordance with the schedule contained therein.

ii) If the Department modifies a Work Plan, the reasons for such modification shall be provided in writing. Within twenty (20) Days after receiving written notice of such disapproval, Applicant shall elect in writing to: (a) implement the Work Plan as modified; (b) implement any other Department-approved Work Plan(s); (c) invoke dispute resolution pursuant to Paragraph XIV; or (d) terminate this Agreement pursuant to Paragraph XIII.

iii) If the Department disapproves a Work Plan, the reasons for such disapproval shall be provided in writing. In the event the Department disapproves a Work Plan, within twenty (20) Days after receiving written notice of such disapproval, Applicant shall elect in writing to (a) modify or expand it within thirty (30) Days of receipt of the written disapproval notice; (b) complete any other Department-approved Work Plan(s); (c) invoke dispute resolution pursuant to Paragraph XIV; or (d) terminate this Agreement pursuant to Subparagraph XIII.

3. An OM&M Work Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

4. During all field activities, Applicant shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Applicant to perform such supervision.

C. Revisions to Work Plans

If revisions to a Work Plan are required to satisfy the objectives of such Work Plan, the parties will negotiate revisions which shall be attached to and incorporated into the relevant Work Plan and which shall be enforceable under this Agreement. If the parties cannot agree upon revisions to the relevant Work Plan, then unless the Applicant invokes dispute resolution pursuant to Paragraph XIV, either party may terminate this Agreement pursuant to Paragraph XIII.

D. Submission of Final Reports

1. In accordance with the schedule contained in a Work Plan, Applicant shall submit a Final Report that shall include but not be limited to: all data generated

relative to the Site and all other information obtained as part of the implementation of the subject Work Plan; all of the assessments and evaluations required by the subject Work Plan; a statement of any additional data that must be collected; and "as-built" drawings.

i) The Final Report for an Investigation Work Plan shall comply with the requirements set forth at ECL 27-1411(1) and shall contain a certification by the person with primary responsibility for the day to day performance of the activities under this Agreement that those activities were performed in full accordance with the Investigation Work Plan. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL 27-1413 that supports such determination.

ii) A Final Engineering Report certifying that remediation of the Site has been performed in accordance with this Agreement shall be prepared by a Professional Engineer (or other expert approved by the Department) with primary responsibility for the day to day performance of the activities under this Agreement. The Report shall be prepared in accordance with the requirements of ECL 27-1419(1) and (2) and shall contain a certification that all such activities were performed in accordance with the Department approved Work Plan. The Department shall review such Report, the submittals made pursuant to the Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established time-frames; if so, a written Certificate of Completion will be issued in accordance with the requirements of ECL 27-1419. Such Certificate of Completion may be modified or revoked, after notice and an opportunity for hearing, upon a finding that: (a) Applicant failed to comply with this Agreement; (b) Applicant made a misrepresentation of material fact in connection with its Application or its certification that cleanup levels required by this Agreement were reached; or (c) good cause exists for such modification or revocation.

iii) All other Work Plan Final Reports shall contain a certification by a Professional Engineer with primary responsibility for the day to day performance of the activities under this Agreement that all such activities were performed in full accordance with the Department approved Work Plan.

2. Within sixty (60) Days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XIII.

E. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reasons for its disapproval and may request Applicant to modify or expand the submittal. Within twenty (20) Days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either: (i) modify or expand it within thirty (30) Days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIV; or (iv) terminate this Agreement pursuant to Paragraph XIII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law.

F. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such determination and seek public comment in accordance with ECL 27-1417(3)(e). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Applicant shall cause to be filed an Environmental Easement in accordance with Paragraph X within sixty (60) Days of receipt of the Department's determination.

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or a revision to an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL 27-1415(3). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with ECL 27-1417(3)(e) and the Citizen Participation Plan developed pursuant to Paragraph I of this Agreement. If the Department determines following the close of the public comment period that revisions are needed, Applicant agrees to negotiate revisions to the proposed Remedial Work Plan in accordance with Paragraph II.C. If Applicant elects not to develop a Work Plan under this Subparagraph or if either party concludes that a mutually acceptable Work Plan under this

Subparagraph cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XIII.

G. Submission of Annual Reports, if required

In the event that the remedy for the Site, if any, or any Work Plan for the Site requires operation, maintenance, and monitoring (OM&M), including reliance upon institutional or engineering controls, Applicant shall file a report annually (unless a different frequency is specified in an approved Work Plan) on the 1st day of the month following the anniversary of the start of the OM&M and continuing until the Department notifies Applicant in writing that such report may be discontinued. Such report shall be signed by a Professional Engineer or by an expert approved by the Department to perform that function and certified under penalty of perjury that the institutional and/or engineering controls are unchanged from the previous certification and that nothing has occurred that would impair the ability of such controls to protect public health and the environment or constitute a violation or failure to comply with the approved OM&M Plan. Applicant shall notify the Department within twenty-four (24) hours of discovery of any upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, Applicant shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the report required by this Subparagraph as well as in any progress reports required by Paragraph XI. Applicant can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer or other expert approved by the Department stating that such controls are no longer necessary. The Department shall not unreasonably withhold its approval of such petition.

III. Enforcement

This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event provided it notifies the Department in writing within ten (10) Days of when it obtains knowledge of any such event. Applicant shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Applicant shall have the burden of proving by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Paragraph.

IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL 27-1431.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement.

V. Payment of State Costs

A. Within forty-five (45) Days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs for negotiating this Agreement, and all costs associated with this Agreement up to and including the date upon which the Certificate of Completion is issued, the Department approves the Final Report relative to OM&M, or this Agreement is terminated pursuant to Paragraph XIII, whichever is later.

B. Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (*e.g.*, supplies, materials, travel, contractual) and shall be documented by expenditure reports. The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Such invoice shall be sent to Applicant at the following address:

Dick St. James
Pactiv Corporation Technology Center
2651 Brickyard Road
Canandaigua, New York 14424-1026

D. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway, Albany, NY 12233-7012

E. Each party shall provide written notification to the other within ninety (90) Days of any change in the foregoing addresses.

F. Applicant may contest, in writing, invoiced costs under this Agreement if it believes: (i) the cost documentation contains clerical, mathematical, or accounting errors; (ii) he costs are not related to the State's activities reimbursable under this Agreement; or (iii) the Department is not otherwise legally entitled to such costs. If Applicant objects to an invoiced

cost, Applicant shall pay all costs not objected to within the time frame set forth in Subparagraph V.A and shall, within thirty (30) Days of receipt of an invoice, identify in writing all costs objected to and identify the basis of the objection. This objection shall be filed with the Director of the Bureau of Program Management ("BPM Director") who shall have the authority to relieve Applicant of the obligation to pay invalid costs. Within forty-five (45) Days of the Department's determination of the objection, Applicant shall pay to the Department the amount which the BPM Director or the BPM Director's designee determines Applicant is obligated to pay or commence an action or proceeding seeking appropriate judicial relief.

G. In the event any instrument for the payment of any money due under this Agreement fails of collection, such failure of collection shall constitute a violation of this Agreement, provided: (i) the Department gives Applicant written notice of such failure of collection; and (ii) the Department does not receive from Applicant a certified check or bank check within fourteen (14) Days after the date of the Department's written notification.

VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability Limitation set forth at ECL 27-1421, subject to the terms and conditions stated therein. A Notice of the Liability Limitation shall be filed with the recording officer of the county in which the Site is located within thirty (30) Days of (i) the effective date of the Certificate of Completion or (ii) the date Applicant acquires title to the Site, whichever is later.

VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

VIII. Indemnification

Applicant shall indemnify and hold the Department, the Trustee, the State of New York, and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. The Department shall provide Applicant with written notice no less than thirty (30) Days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Change of Use

Applicant shall notify the Department at least sixty (60) Days in advance of any change of use, as defined in ECL 27-1425, which is proposed for the Site. In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) Days of receipt of such notice.

X. Environmental Easement

A. Within thirty (30) Days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within thirty (30) Days after the Department's determination pursuant to Subparagraph II.F.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36. The submittal shall be substantially similar to Exhibit "B." Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) Days after the Department's approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) Days of such recording (or such longer period of time as may be required to obtain a certified copy provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) Day period).

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of human health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or other expert approved by the Department. The Department will not unreasonably withhold its consent.

XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph XII.A.1 by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XII. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Applicant shall be sent to:

Andrew English. P.E.
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, New York 12233-7013

Note: three copies (one unbound) of work plans are required to be sent to the above.

and to:

Gary Litwin
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216

Note: two copies of work plans are required to be sent to the above.

and to:

Glen R. Bailey, Esq.
Division of Environmental Enforcement
Department of Environmental Conservation
270 Michigan Avenue
Buffalo, New York 14203-2999

Note: Correspondence only to be sent to the above.

2. Communication from the Department to Applicant shall be sent to:

Dick St. James
Pactiv Corporation Technology Center
2651 Brickyard Road
Canandaigua, New York 14424-1026

and to: Don Porterfield, P. E.
URS Corporation
28 Corporate Drive, Suite 200
Clifton Park, New York 12605

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses listed in this Paragraph XII or in Paragraph V.

XIII. Termination of Agreement

Applicant may terminate this Agreement at any time by providing written notification to the parties listed in Subparagraph XII.A.1. The Department may terminate this Agreement at any time pursuant to Subparagraph XV.A or in the event Applicant fails to substantially comply with the Agreement's terms and conditions. The Department shall provide written notification to Applicant setting forth the basis for termination of the Agreement. The termination shall be effective the 5th day after the non-terminating party's receipt of such written notification, except that such termination shall not affect the provisions contained in Paragraphs V, VII.B, and VIII.

XIV. Dispute Resolution

A. In the event disputes arise regarding any notice of disapproval of a submittal, proposed Work Plan or Final Report, or during the implementation of any Work Plan, Applicant may, within thirty (30) Days of receipt of such notice, request in writing informal negotiations with the Department in an effort to resolve the dispute. The Department and Applicant shall consult together in good faith and exercise best efforts to resolve any differences or disputes without resort to the procedures described in Subparagraph XIV.B. The period for informal negotiations shall not exceed thirty (30) Days from Applicant's request for informal negotiations. If the parties cannot resolve a dispute by informal negotiations during this period, the Department's position shall be considered binding unless Applicant notifies the Department in writing within thirty (30) Days after the conclusion of the thirty (30) Day period for informal

negotiations that it invokes the dispute resolution provisions provided under Subparagraph XIV.B.

B. 1. Applicant shall file with the Office of Hearings and Mediation ("OH&M") a request for formal dispute resolution and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, factual data, analysis, or opinion supporting its position, and all supporting documentation upon which Applicant relies (hereinafter called the "Statement of Position"). A copy of such request and written statement shall be provided contemporaneously to the Director of the Division of Environmental Remediation ("DER Director") and to the parties listed under Subparagraph XII.A.1.

2. The Department shall serve its Statement of Position no later than twenty (20) Days after receipt of Applicant's Statement of Position.

3. Applicant shall have the burden of proving by substantial evidence that the Department's position does not have a rational basis and should not prevail. The OH&M can conduct meetings, in person or via telephone conferences, and request additional information from either party if such activities will facilitate a resolution of the issues.

4. The OH&M shall prepare and submit a report and recommendation to the DER Director who shall issue a final decision resolving the dispute in a timely manner. The final decision shall constitute a final agency action and Applicant shall have the right to seek judicial review of the decision pursuant to Article 78 of the CPLR provided that Applicant notifies the Department within thirty (30) Days after receipt of a copy of the final decision of its intent to commence an Article 78 proceeding and commences such proceeding within sixty (60) Days after receipt of a copy of the Director's final decision. Applicant shall be in violation of this Agreement if it fails to comply with the final decision resolving this dispute within sixty (60) Days after the date of such final decision, or such other time period as may be provided in the final decision, unless it seeks judicial review of such decision within the sixty (60) Day period provided. In the event that Applicant seeks judicial review, Applicant shall be in violation of this Agreement if it fails to comply with the final Court Order or settlement within thirty (30) Days after the effective date of such Order or settlement, unless otherwise directed by the Court. For purposes of this Subparagraph, a Court Order or settlement shall not be final until the time to perfect an appeal of same has expired.

5. The invocation of dispute resolution shall not extend, postpone, or modify Applicant's obligations under this Agreement with respect to any item not in dispute unless or until the Department agrees or a Court determines otherwise. The invocation of the procedures set forth in this Paragraph XIV shall constitute a waiver of any and all other administrative remedies which may otherwise be available to Applicant regarding the issue in dispute.

6. The Department shall keep an administrative record of any proceedings under this Paragraph XIV which shall be available consistent with Article 6 of the Public Officers Law.

7. Nothing in this Paragraph XIV shall be construed as an agreement by the parties to resolve disputes through administrative proceedings pursuant to the State Administrative Procedure Act, the ECL, or 6 NYCRR Part 622 or Section 375-2.1.

XV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, VII.B, and VIII, shall be null and void *ab initio* fifteen (15) Days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) Days after issuance of a final decision resolving a dispute pursuant to Paragraph XIV, whichever is later, unless Applicant submits information within that fifteen (15) Day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void *ab initio*, and the Department shall reserve all rights that it may have under law.

B. Applicant shall allow the Department to attend, and shall notify the Department at least seven (7) Days in advance of, any field activities to be conducted pursuant to this Agreement, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; nothing in this Agreement shall be construed to require Applicant to allow the Department to attend portions of meetings where privileged matters are discussed.

C. The Department may exempt Applicant from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Agreement that (i) is conducted on the Site or on different premises that are under common control or contiguous to or physically connected with the Site and such activity manages exclusively hazardous waste and/or petroleum from such Site, and (ii) satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit, as determined by the Department.

D. Applicant shall use "best efforts" to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Applicant's obligations under this Agreement. If, despite Applicant's best efforts, any access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Agreement are not obtained, Applicant shall promptly notify the Department, and include a summary of the steps taken to obtain access. The

Department may, as it deems appropriate and within its authority, assist Applicant in obtaining same. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Applicant to modify the Work Plan pursuant to Subparagraph II.C of this Agreement to reflect changes necessitated by the lack of access and/or approvals.

E. All approved Work Plans, Final Reports, and other documents required under this Agreement shall be submitted to the Department in an electronic format acceptable to the Department within thirty (30) Days of approval. If any document cannot be converted into electronic format, Applicant shall so advise the Department and, if the Department concurs, submit such document in an alternative format acceptable to the Department.

F. Applicant shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and shall condition all contracts entered into for the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Applicant or its contractor(s) shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Applicant shall nonetheless be responsible for ensuring that Applicant's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

G. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Agreement.

H. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Applicant concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Applicant of Applicant's obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s) attached as Exhibit "C." Applicant consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Applicant desires that any provision of this Agreement be changed, other than a provision of a Work Plan or a time frame, Applicant shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph XII.A.1.

ii. Changes to the Work Plan shall be accomplished as set forth in Subparagraph II.C of this Agreement.

iii. Requests for a change to a time frame set forth in this Agreement shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Applicant promptly.

I. 1. If there are multiple parties signing this Agreement, the term "Applicant" shall be read in the plural, the obligations of each such party under this Agreement are joint and several, and the insolvency of or failure by any Applicant to implement any obligations under this Agreement shall not affect the obligations of the remaining Applicant(s) under this Agreement.

2. If Applicant is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Agreement are joint and several and the insolvency or failure of any general partner to implement any obligations under this Agreement shall not affect the obligations of the remaining partner(s) under this Agreement.

3. Notwithstanding the foregoing Subparagraphs XV.I.1 and 2, if multiple parties sign this Agreement as Applicants but not all of the signing parties elect to implement a Work Plan, all Applicants are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Applicants electing to perform additional work shall be jointly and severally liable under this Agreement for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Applicants electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Paragraph VI.

J. Applicant shall be entitled to contribution protection to the extent authorized by ECL 27-1421(6).

K. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

L. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

M. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations. Whenever terms listed in the Glossary attached hereto are used in this Agreement or its Exhibits, the definitions set forth in the

Glossary shall apply. In the event of a conflict, the definition set forth in the Glossary shall control.

N. Applicant's obligations under this Agreement represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

O. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

P. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED: 1 4 2004

ERIN M. CROTTY, COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

By: _____
~~Denise Sheehan~~
~~Executive Deputy Commissioner~~

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, waives Applicant's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Pactiv Corporation

By: Dick St James

Title: ENVIRONMENTAL MANAGER

Date: 7/14/04

STATE OF NEW YORK)
) ss:
COUNTY OF ONTARIO)

On the 14 day of July, in the year 2004, before me, the undersigned, personally appeared Dick St James, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Colleen J White

Signature and Office of individual taking acknowledgment

COLLEEN J. WHITE
Notary Public, State of New York
Ontario County #01WH5025778
Commission Expires April 25, 2006

Glossary of Terms

The following terms shall have the following meanings:

"Day": a calendar day. In computing any period of time under this Agreement, if the last day would fall on a Saturday, Sunday, or State holiday, the period shall run until the close of business of the next working day.

"Force Majeure Event": an event which is brought on as a result of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Applicant's reasonable control.

"IRM": an interim remedial measure which is a discrete set of activities which can be undertaken without extensive investigation and evaluation to prevent, mitigate, or remedy environmental damage or the consequences of environmental damage attributable to a Site.

"OM&M": operation, maintenance, and monitoring.

"Professional engineer": an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

"State Costs": all the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for negotiating, implementing, and administering this Agreement. Approved agency fringe benefit and indirect cost rates will be applied.

"Termination Date": the date upon which (i) the Department issues the Certificate of Completion or approves the Final Report relative to the OM&M at the Site, whichever is later, or (ii) the Agreement terminates pursuant to Paragraph XIII or Subparagraph XV.A,.

"Trustee": the Trustee of New York State's natural resources.

"Work Plan": a Department-approved work plan, as may be modified, that Applicant shall implement and that is attached to this Agreement.

EXHIBIT "B"

Environmental Easement

EXHIBIT "C"

Approved Work Plans

EXHIBIT B

Pactiv August 6, 2013 cover letter and countersigned July 29, 2013 letter from NYSDEC, accepting amendment to the BCA to add Berry Plastics Corporation as a Remedial Party

Pactiv Corporation
2651 Brickyard Road
Canandaigua, NY 14424-7990

August 6, 2013

Mr. Robert Schick, Director Division of Environmental Remediation
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, New York 12233-7011

RE: BCA Amnedment
BCP Site No.: C859025
BCP Site Name: Macedon Films
Amendment No. 1

Dear Mr Schick,

Please find the signed acceptance of the BCA amendment for BCP No. C859025, Macedon Films, by Pactiv LLC and Berry Plastics Corporation, to add Berry Plastics Corportation as a volunteer to the BCA. The authorization for the Berry Plastics representative, Jason K Greene, is also included. Please note that Mr. Greene's last name is spelled with an "e" at the end. This was added in on the BCA amendment acceptance letter in the contacts block.

Sincerely,

Marcus Merriman
Pactiv Remediation Manager

cc: Ray Reott – Law Offices of Ray Reott, LLC
Tim Sheehan – Pactiv
Helen Moore – Berry Plastics
Barry Kogut – Bond, Schoeneck & King, PLLC

New York State Department of Environmental Conservation
Division of Environmental Remediation
Office of the Director, 12th Floor
625 Broadway, Albany, New York 12233-7011
Phone: (518) 402-9706 • **Fax:** (518) 402-9020
Website: www.dec.ny.gov

Joe Martens
Commissioner

July 29, 2013

Pactiv LLC
Attn: Mr. Steven R. Karl
1900 West Field Court
Lake Forest, IL 60045

Berry Plastics Corporation
Mr. Jason Green, Esq.
Executive Vice President – General Counsel
101 Oakley Street
Evansville, Indiana 47706

Re: BCA Amendment
BCP Site No.: C859025
BCP Site Name: Macedon Films
Amendment No. 1

Dear Applicants:

This letter is forwarded to your attention in response to the amendment application submitted to amend the Brownfield Cleanup Agreement ("BCA" or "Agreement") signed on October 14, 2004. The amendment application is dated July 10, 2013 and was determined complete by the New York State Department of Environmental Conservation (the "Department") on May 24, 2013. The application requests that the above referenced BCA be amended to add Berry Plastics Corporation as a Volunteer to the BCA.

The above request is hereby granted and incorporated into and is enforceable pursuant to the subject Agreement effective the date of this letter. Additionally, Paragraph XII(A)(I) of the BCA is hereby amended to add the contact information for the following contacts:

Pactiv LLC
Marcus Merriman
261 Brickyard Rd.
Canandaigua, NY 14424
mmeriman@pactiv.com

Berry Plastics Corporation
Mr. Jason Green, Esq.
Executive Vice President – General Counsel
101 Oakley Street
Evansville, Indiana 47706

This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Please have authorized representatives counter sign this letter to acknowledge acceptance of the Amendment, **along with submitting proof that the new party executing the BCA Amendment are authorized to bind the Requestors**. Please print this Amendment, have it signed, and send the original, with signatures, back to my attention at:

New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, New York 12233-7011

Please keep a copy of the countersigned letter as proof of the BCA Amendment.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Please contact me if you have any questions in this regard. Thank you for your assistance in this matter.

Sincerely,

for
Robert Schick, P.E., Director
Division of Environmental Remediation

The following Applicants, in signing this letter, do hereby acknowledge and accept the amendments to the BCAs as set forth above:

Berry Plastics Corporation — Date: 7/30/13 — By: Name – please print: Jason K. Greene

Pactiv LLC — Date: 8/6/13 — By: Name – please print: Marcus C. Merriman

ec: Michael Ryan, DEC
Michael Cruden, DEC
Joseph White, DEC
Jason Pelton, DEC
Bart Putzig, DEC
Benjamin Conlon, DEC
Andrew Guglielmi, DEC
Yvonne Ward, DEC
Kelly Lewandowski, DEC
Sue Bolesky, DEC
Marcus Merriman, mmerriman@pactiv.com
Ray Reott, rreott@reottlaw.com
Barry Kogut, Esq., bkogut@bsk.com
Helen Moore, helenmoore@berryplastics.com

EXHIBIT C

Deed dated January 30, 2001 between Pactiv Corporation and Carlisle Plastics LP

*** DO NOT DETACH ***

Wayne County Clerk's Office

Recording Page

Receipt #:	143385	--------FEES--------	
Instrument #:	R9069139	Recording and Filing:	240.00
Date:	03/03/2006	Transfer Tax:	0.00
Time:	01:06P	Basic Tax:	0.00
Doc Type:	DEED	Local Tax:	0.00
1st OR:	PACTIV CORPORATION	Additional Tax:	0.00
1st EE:	CARLISLE PLASTICS LP	Special Tax:	0.00
Town:	-	Withheld:	0.00
Pages:	15	Total:	240.00
Serial #:	-	--------MORTGAGE TAX------	
Employee ID:	EB	Amount Taxed:	0.00
Transfer Tax #:	2392	--------TRANSFER TAX------	
		Consideration Amount:	1762728.00

State of New York
County of Wayne

***** WARNING - This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.**

Wayne
County Clerk

****
* *** DO NOT DETACH *** *
* *** THIS IS NOT A BILL *** *
****

R9069139
03/03/2006 01:06PM
Page: 1 of 15
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N06-2911

This document prepared by and mail after recording to:

Julie M. Mandanas, Esq.
Jenner & Block, LLC
One IBM Plaza
Chicago, IL 60611

Above Space For Recorder's Use Only

BARGAIN & SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS
(Macedon)

THIS INDENTURE is made as of this 30th day of January, 2001 between PACTIV CORPORATION, a Delaware corporation, formerly known as Tenneco Packaging Inc., a Delaware corporation, successor by merger to Tenneco Packaging Specialty and Consumer Products Inc., a Delaware corporation, with an office at 1900 West Field Court, Lake Forest, Illinois 60045 ("Grantor") and CARLISLE PLASTICS L.P., a Delaware limited partnership having an address of 1401 West 94th Street, Minneapolis, Minnesota 55431 ("Grantee").

WITNESSETH, that the Grantor, in consideration of One and 00/100 Dollar ($1.00) paid by the Grantee, hereby grants and releases unto the Grantee, the distributees, successors and assigns of the Grantee forever,

ALL THOSE TRACTS OR PARCELS OF LAND, together with the buildings and improvements thereon and the appurtenances and all the estate and rights of the Grantor in and to said premises (including, without limitation, all rail track located thereon), situate partially in the Village of Macedon and partially in the Town of Macedon, County of Wayne and State of New York, as more particularly described on Schedule A attached hereto as a part hereof, EXCEPT items of personal property and the fixtures described on Schedule B attached hereto as a part hereof, regarding which the Grantor's predecessor in title retains title and ownership.

THIS CONVEYANCE is made and accepted subject to covenants, easements and restrictions set forth on Schedule C (collectively, the "Permitted Exceptions") attached hereto and made a part hereof, affecting the above described premises. It is hereby covenanted on the part of the Grantee, which covenant hereby runs with the land, that the Grantee, its successors

and assignees, will use the above-described premises for industrial purposes only and will prohibit the use of the groundwater beneath the above-described premises as drinking water.

BEING AND HEREBY intending to describe the following premises:

1. The premises conveyed by Cecil Kelly to Kordite Corporation, by Deed recorded in the Wayne County Clerk's Office on June 8, 1964, in Liber 532 of Deeds, page 220.

2. The premises conveyed by Margaret Ellen Gorman to Kordite Corporation, by Deed recorded in the Wayne County Clerk's Office on June 5, 1964, in Liber 532 of Deeds, page 30.

3. The premises conveyed by Farmington Realty to Kordite Corporation, by Deed recorded in the Wayne County Clerk's Office on June 5, 1964, in Liber 532 of Deeds, page 28.

4. The premises conveyed by Watson Caryl to Kordite Corporation, by Deed recorded in the Wayne County Clerk's Office on April 23, 1964, in Liber 530 of Deeds, page 319.

5. The premises conveyed by Tressa Caryl to Kordite Corporation, by Deed recorded in the Wayne County Clerk's Office on March 21, 1960, in Liber 480 of Deeds, page 500.

6. The premises conveyed by the People of the State of New York to Mobil Oil Corporation, by Deed recorded in the Wayne County Clerk's Office on February 15, 1967, in Liber 584 of Deeds, page 396.

7. The premises (formerly Tripp Street) conveyed by Robert M. Gorman and Margaret Ellen Gorman, Grace Cunningham, Jacob DeNeef and Florence DeNeef to Mobil Oil Corporation, by Deed recorded in the Wayne County Clerk's Office on February 15, 1967, in Liber 584 of Deeds, page 392.

8. Part of the premises conveyed by Textron, Inc. to Kordite Corporation, by Deed recorded in the Wayne County Clerk's Office on August 1, 1958, in Liber 464 of Deeds, page 119.

9. Part of Abandoned Highway Land
See Discontinuance - Limited Section State Highway No. 8037 - Village of Macedon R.C. 4069, Wayne County, dated January 4, 1940 filed in Town Clerk's Office - See Resolution by Village of Macedon dated August 3, 1959 relative to discontinued use of portion of Old Route 31 between New Route 31 and Quaker Road.

10. The premises conveyed by Textron, Inc. to Kordite Corporation, by Deed recorded in the Wayne County Clerk's Office on August 1, 1958, in Liber 464 of Deeds, page 119.

11. The premises conveyed by Edna J. Howe to Kordite Corporation, by Deed recorded in the Wayne County Clerk's Office on March 21, 1960, in Liber 480 of Deeds, page 498.

12. The premises conveyed by Margaret Lyke to Mobil Oil Corporation recorded in the Wayne County Clerk's Office on March 9, 1967 in Liber 584 of Deeds Page 722.

13. The premises conveyed by The Owasco River Railway, Inc. to Mobil Oil Corporation, by Deed recorded in the Wayne County Clerk's Office on December 24, 1980, in Liber 744 of Deeds, page 180.

14. The premises conveyed by Mobil Oil Corporation to Tenneco Packaging Specialty and Consumer Products Inc. by Deed recorded in the Wayne County Clerk's Office on September 20, 1999, in Liber 970 or Deeds, page 210.

The premises described in Item Number 13 above are shown on the survey prepared by Denluck-O'Neill, P.C., being Project Number 97-0351, dated June 18, 1997, and filed in the Wayne County Clerk's Office on September 20, 1999, as Map No. 24156.

The premises described in Item Number 1 through 12 above, inclusive, are shown on the following surveys prepared by The Sear-Brown Group, and filed in the Wayne County Clerk's Office on September 20, 1999:

1. The premises are shown as the "Parcel to be Conveyed, Area = 8.947 Acres" on a "Boundary Map", being Project No. 12405, Drawing No. SU 5, Sheet 1 of 2, dated November 11, 1998 and filed as Map No. 24155

2. The improvements shown on the premises, as reflected on an "Instrument Location Map", being Project No. 12405, Drawing No. SU 6, Sheet 2 of 2, dated November 11, 1998, and filed as Map No. 24155 .

TAX ACCOUNT NOS.: 30111-08-947965
30112-20-926096
31112-00-010048

TAX MAILING ADDRESS: Carlisle Plastics L.P.
1401 West 94th Street
Minneapolis, Minnesota 55431

TOGETHER with the perpetual easement and right-of-way created by that certain Indenture recorded on April 19, 1965 in Liber 553 at Page 633, and by that certain Indenture recorded on August 5, 1965 in Liber 557 at Page 605, over, under and through the following described property:

All that tract or parcel of land situate in Town Lot No. 29, Town of Macedon, Wayne County, New York, and being intended to describe a piece of land fifty

(50) feet in width, twenty-five (25) feet either side of an airveyor, the center line of which is more particularly described as follows:

Beginning at a point in the northerly line of the Barge Canal right-of-way, otherwise known as the Blue Line, said point being at right angles from Barge Canal Station 7512 + 65.85 and 90.00 feet north from the monumented offset center line and running thence N 7° 32' 30" west 220 feet, plus or minus, to the lands of the West Shore Railroad according to a survey made by Harnish Lookup Assoc. on December 2, 1964.

and the appurtenances and all the estate and rights of the Grantor in and to said premises.

AND TOGETHER with the permanent right and easement to use, in common with others lawfully entitled to the use thereof, the existing roadway extending from New York State Route No. 350 (Macedon-Ontario Center Road) to the west line of the premises hereby conveyed as Parcel 2, as described in Schedule A attached hereto and made a part hereof, as a means of access to and from Parcel 2, as conveyed to Mobil Oil Corporation in that certain Quit Claim Deed from The Owasco River Railway, Inc., recorded on December 24, 1980 in Liber 744 of Deeds, Page 180.

TOGETHER with and subject to the rights, title and interests set forth in a certain Reciprocal Easement Agreement entered into between the Mobil Oil Corporation and Grantor as of the 10th day of August, 1999 and recorded in the Wayne County Clerk's Office on September 20, 1999 in Liber 970 of Deeds, page 225.

and the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever, other than the Permitted Exceptions.

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor has executed this Indenture as of the day and year first above written.

PACTIV CORPORATION, a Delaware corporation

By: David Brush
Name: David Brush
Its: Vice President

552765.3

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Page: 6 of 15
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of January, 2001, before me personally came David Brush, to me known, who being by me duly sworn did depose and say that the above-named person resides in Lake County, Illinois, that said person is Vice President of PACTIV CORPORATION, the corporation described in and which executed the foregoing instrument; and that the above-named person signed thereto by order of the Board of Directors of said corporation.

Given under my hand and notarial seal this 30th day of Jan, 2001.

Sue A. Minton
Notary Public

[SEAL]

My Commission expires:

"OFFICIAL SEAL"
SUE A. MINTON
Notary Public, State of Illinois
My Commission Expires March 9, 2003

EXHIBIT A

Legal Description

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND containing 8.947 acres, more or less, situate in the Village of Macedon, Town of Macedon, County of Wayne, State of New York, as shown on a map entitled "Mobil Oil Corporation, Boundary Map (Sheet 1 of 2)", prepared by The Sear-Brown Group, Inc., last revised March 17, 1998, having Drawing No. 12405 SU 5 and a drawing entitled "Mobil Oil Corporation, Instrument Location Map (Sheet 2 of 2)" prepared by The Sear-Brown Group, Inc., last revised November 10, 1998, having Drawing No. 12405 SU 6, and being more particularly bounded and described as follows:

Beginning at a point in the northerly right-of-way line of Main Street, New York State Route 31, State Highway No. 8037 (width varies), said point being at the southeasterly corner of a parcel of land conveyed to Wayne County by Doyle, as filed in the Office of the Clerk of Wayne County in Liber 329 of Deeds at Page 75, said point being marked in the field by a found monument 0.2 foot east; thence the following six (6) courses and distances along the northerly right-of-way line of said Route 31

1. N 19° 41' 00" W, a distance of 28.76 feet to a point marked by a found monument 0.1 foot east; thence
2. S 76° 33' 00" W, a distance of 159.18 feet to a point marked by a found monument 0.1 foot north and 0.2 foot east; thence
3. S 86° 25' 00" W, a distance of 57.41 feet to a found monument; thence
4. S 87° 03' 30" W, a distance of 168.92 feet to a point marked by a found monument 0.1 foot west; thence
5. S 87° 44' 20" W, a distance of 192.71 feet to a point marked by a found 3/4" iron pipe 0.4 foot east; thence
6. S 76° 54' 46" W, a distance of 47.72 feet to a found monument in the easterly right-of-way line of NYS Route 350 (width varies), said point being the southeasterly corner of a parcel of land conveyed to Mobil Oil Corporation by the People of the State of New York on December 28, 1966 and filed in the Office of the Clerk of Wayne County in Liber 584 of Deeds at Page 396; thence the following seven (7) courses and distances along said easterly right-of-way line
7. N 63° 54' 11" W, a distance of 61.35 feet to a found monument; thence
8. N 24° 35' 08" W, a distance of 253.75 feet to a point marked by a found 4" x 4" granite monument 0.8 foot south; thence
9. N 33° 51' 14" W, a distance of 78.45 feet to a 4" x 4" granite monument; thence

EXHIBIT A

Legal Description

10. N 39° 57' 01" W, a distance of 58.22 feet to a point marked by a found monument 0.2 foot south; thence

11. N 40° 23' 34" W, a distance of 153.47 feet to a point marked by a found monument 0.2 foot south; thence

12. N 30° 08' 02" W, a distance of 19.65 feet to a point; thence

13. N 23° 41' 28" W, a distance of 51.32 feet to a point marked by a found monument 0.1 foot south and 0.1 foot east, said point being in the southerly line of lands now or formerly of the New York State Barge Canal; thence the following eight (8) courses and distances along said southerly line.

14. N 83° 10' 30" E, a distance of 50.00 feet to a point marked by a found monument 0.1 foot east; thence

15. N 84° 19' 40" E, a distance of 132.00 feet to a point marked by a found monument 0.1 foot east; thence

16. N 71° 32' 40" E, a distance of 68.70 feet to a point marked by a found monument 0.1 foot south; thence

17. N 78° 30' 30" E, a distance of 64.80 feet to a point; thence

18. N 84° 19' 30" E, a distance of 264.00 feet to a point; thence

19. N 85° 03' 00" E, a distance of 302.51 feet to a point marked by a found 3/8" rod in concrete 0.7 foot north and 0.1 foot west; thence

20. S 04° 57' 00" E, a distance of 41.91 feet to a point marked by a found shaft 0.8 foot north and 0.1 foot west; thence

21. N 84° 13' 00" E, a distance of 206.46 feet to a point; thence the following twenty three (23) courses and distances through lands now or formerly of Mobil Oil Corporation.

22. S 13° 41' 00" E, a distance of 13.39 feet to a point; thence

23. S 76° 19' 00" W, along the edge of the upper concrete pad for Silos 7, 8 and 9 and the edge of pad for Silos 31 and 32, a distance of 36.00 feet to a point; thence

24. S 13° 41' 00" E, continuing along the edge of concrete pad and between Silos 9 and 4, a distance of 16.00 feet to a point; thence

EXHIBIT A

Legal Description

25. N 76° 19' 00" E, along the southerly edge of said concrete pad for Silos 7, 8 and 9, a distance of 28.70 feet to a point; thence

26. S 14° 08' 00" E, through the wall of an existing building, a distance of 19.51 feet to a point in the center of an eight inch (8") block wall; thence

27. S 75° 52' 00" W, along the centerline of the said 8" block wall, a distance of 5.21 feet to a point on the easterly face of aluminum framing; thence

28. N 14° 08' 00" W, along said easterly face of aluminum framing a distance of 6.25 feet to the northeasterly corner thereof; thence

29. S 75° 52' 00" W, along the northerly face of said aluminum framing, a distance of 19.40 feet to the northwesterly corner thereof; thence

30. S 14° 08' 00" E, along the westerly face of said aluminum framing, a distance of 6.25 feet to a point in the center of the previously mentioned 8" block wall; thence

31. S 75° 52' 00" W, along the centerline of said wall, a distance of 408.92 feet to a point; thence

32. S 14° 08' 00" E, along the centerline of an 8" block wall, a distance of 64.80 feet to a point; thence

33. S 75° 52' 00" W, along the centerline of an 8" block wall, a distance of 22.70 feet to a point; thence

34. S 14° 08' 00" E, along the centerline of a 12" block wall, a distance of 29.46 feet to a point in the center of an 8" block wall; thence

35. S 75° 43' 30" W, along the centerline of said 8" block wall, a distance of 13.34 feet to a point on the westerly face of an existing wall; thence

36. S 14° 16' 30" E, along said westerly face of wall, a distance of 111.10 feet to a point in the center of an 8" block wall; thence

37. S 75° 43' 30" W, along the centerline of said 8" block wall, a distance of 24.38 feet to a point; thence

38. S 14° 16' 30" E, along the centerline of an 8" block wall, a distance of 75.83 feet to a point; thence

EXHIBIT A

Legal Description

39. N 75° 43' 30" E, along the centerline of an 8" block Wall, a distance of 7.50 feet to a point; thence

40. S 14° 16' 30" E, along the centerline of an 8" block wall, and continuing beyond the exterior of the existing building, a total distance of 66.70 feet to a point lying 8", more or less, southeasterly of an existing 6' chain link fence with barbed wire; thence

41. N 67° 56' 48" E, along a line which is parallel with and 8", more or less, southeasterly of said chain link fence, a distance of 256.45 feet to a point; thence

42. N 14° 19' 36" W, along a line which is parallel with and 8", more or less, easterly of said chain link fence, a distance of 13.24 feet to a point; thence

43. N 76° 49' 27" E, along a line which is parallel with and 8", more or less, southerly of said chain link fence, a distance of 58.98 feet to a point; thence

44. S 08° 17' 56" E, along the centerline of a driving lane between parking rows, a distance of 210.83 feet to a point in the first mentioned northerly right-of-way line of Route 31; thence

45. S 86° 31' 40" W, along said right-of-way line, a distance of 22.34 feet to the Point or place of Beginning.

PARCEL II

ALL THAT TRACT OR PARCEL OF LAND, being part of Town Lots 29 and 30, Town and Village of Macedon, County of Wayne, State of New York, all as shown on a map prepared by Donald B. Schwartz, Professional Land Surveyor, dated August 15, 1980, being Job No. 80-581, and being particularly described as follows:

COMMENCING at a point in the centerline of N.Y.S. Route 350 (Macedon-Ontario Center Road), at its intersection with the Railroad Centerline at Station 1803 + 923.15 therein; thence easterly, on a curve to the right, having a radius of 2864.93 feet, along said centerline, a distance of 205.15 feet to P.C. Station 1803 + 718.00; thence South 51 degrees 25 minutes 00 seconds East, along said centerline, a distance of 455.48 feet, to a point on said centerline, said point being Centerline Station 1803 + 262.52; thence North 38 degrees 35 minutes 00 seconds East, at right angles to said centerline, a distance of 28.49 feet to an iron pipe set at the POINT OF BEGINNING; thence North 40 degrees 44 minutes 30 seconds East, a distance of 32.37 feet to an iron pipe; thence South 48 degrees 56 minutes 40 seconds East, a distance of 140.52 feet to an iron pipe; thence South 81 degrees 49 minutes 00 seconds East, a distance of 142.52 feet to an iron pipe set on the north boundary of land belonging to The Owasco River Railway, Inc.; thence South 57 degrees 32 minutes 48 seconds East, along said north boundary, a distance of 450.57 feet to an iron pipe, said iron pipe being 175.00 feet northerly, as measured at right angles, from Centerline Station 1802 + 550.00; thence South 39 degrees 21 minutes 41 seconds East, along

said north boundary, a distance of 406.98 feet to an iron pipe, said iron pipe being 90.00 feet northerly, as measured at right angles, from centerline P.T. Station 1802 ~ 152.00; thence South 59 degrees 15 minutes 37 seconds East, along said north boundary, a distance of 333.91 feet to an iron pipe, said iron pipe being 105.00 feet northerly, as measured radially, from Center Station 1801+ 800.00; thence South 69 degrees 28 minutes 35 seconds East, along said north boundary, a distance of 471.20 feet to an iron pipe, said iron pipe being 105.00 feet northerly, as measured radially, from Centerline Station 1801 + 300.00; thence South 80 degrees 04 minutes 03 seconds East, along said north boundary, a distance of 283.86 feet to an iron pipe, said iron pipe being 98.00 feet northerly, as measured radially from Centerline Station 1801 + 000.00; thence South 86 degrees 03 minutes 24 seconds East, along said north boundary, a distance of 258.60 feet to an iron pipe, said iron pipe being 80.00 feet northerly, as measured at right angles, from Centerline P.C. Station 1800 + 729.20, said iron pipe being further defined as being South 85 degrees 54 minutes 00 seconds West, a distance of 351.22 feet from a railroad spike set on the centerline of the relocated O'Neill Road; thence South 4 degrees 06 minutes 00 seconds East, along the division line between the lands of The Owasco River Railway, Inc. (reputed owner) on the west and the lands of Harlan Hilton Jr. & Robert Stanton (reputed owners) on the east, a distance of 150.00 feet to an iron pipe set on the south boundary of lands belonging to The Owasco River Railway, Inc., said point being 70.00 feet southerly, as measured at right angles from Center P.C. Station 1800 + 729.20; thence westerly, on a curve to the right, having a radius of 1980.00 feet, parallel to and 70.00 feet southerly, as measured radially from the centerline of said railroad, a distance of 1399.44 feet to an iron pipe, said last course being further defined by chords, as North 73 degrees 51 minutes 07 seconds West, a distance of 1370.49 feet; thence North 4 degrees 14 minutes 30 seconds West, a distance of 121.62 feet to an iron pipe; thence westerly, on a curve to the right, having a radius of 2208.24 feet, a distance of 8.37 feet to an iron pipe, said last course being further defined by chords, as North 51 degrees 46 minutes 58 seconds West, a distance of 8.37 feet; thence North 51 degrees 40 minutes 27 seconds West, parallel to, and 30.00 feet northerly from the centerline of the existing main track line, a distance of 719.52 feet to an iron pipe; thence westerly, on a curve to the left, having a radius of 2810.27 feet, a distance of 112.81 feet to an iron pipe, said last course being further defined by chords, as North 50 degrees 31 minutes 27 seconds West, a distance of 112.80 feet; thence North 49 degrees 22 minutes 27 seconds West, parallel to, and 30.00 feet northerly from the centerline of the existing main track line, a distance of 262.92 feet, to an iron pipe set at the point of beginning.

EASEMENT PARCEL

TOGETHER with the perpetual easement and right-of-way created by that certain Indenture recorded on April 19, 1965 in Liber 553 at Page 633, and by that certain Indenture recorded on August 5, 1965 in Liber 557 at Page 605, over, under and through the following described property:

ALL THAT TRACT OR PARCEL OF LAND situate in Town Lot No. 29, Town of Macedon, Wayne County, New York, and being intended to describe a piece of land fifty (50) feet in width, twenty-five (25) feet either side of an airveyor, the center line of which is more particularly described as follows:

Beginning at a point in the northerly line of the Barge Canal right-of-way, otherwise known as the Blue Line, said point being at right angles from Barge Canal Station 7512 +65.85 and 90.00 feet north form the monumented offset center line and running thence N 7° 32' 30" west 220 feet, plus or minus, to the lands of the West Shore Railroad according to a survey made by Harnish Lookup Assoc.. on December 2, 1964.

Together with and subject to those rights, title and interests set forth in a certain Reciprocal Easement Agreement entered in to between Mobil Oil Corporation and Tenneco Packaging Specialty and Consumer Products Inc. as of the 10th day of August, 1999 and recorded in the Wayne County Clerk's Office on September 20, 1999 at Liber 970 of Deeds, at page 225.

Schedule B

Excluded Personal Property and Fixtures

The following items of personal property and fixtures located on **Parcel 1** of the property being conveyed by this Deed to Carlisle Plastics L.P. as to which Mobil Oil Corporation retained title and ownership pursuant to that Deed recorded on September 2, 1999 in Liber 970, page 210:

Resin Silos "A" and "B", as shown on the Instrument Location Map, prepared by The Sear-Brown Group, Project Number 12405, Drawing Number SU 6, dated November 10, 1998, as filed in the Wayne County Clerk's Office on September 20, 1999, as Map Number 24155.

The following items of personal property and fixtures located on **Parcel 2** of the property being conveyed by this Deed to Carlisle Plastics L.P. as to which Mobil Oil Corporation retained title and ownership pursuant to that Deed recorded on September 2, 1999 in Liber 970, page 210:

(1) a block building with vacuum lines and aluminum vacuum pipes for part of the resin transfer system, (2) a small frame building, and (3) a small metal clad building (stationary trailer), all situated west of the small trailer and concrete building owned by Tenneco, and all as shown on the survey prepared by Denluck-O'Neill, P.C., being Project Number 97-0351, dated June 18, 1997, and filed in the Wayne County Clerk's Office on September 20, 1999 as Map No. 24156. North Parcel Map prepared by Denluck-O'Neill, P.C., being Project Number 97-0351.

Schedule C

Permitted Title Exceptions
(Page 1 of 2)

1. Easement to New York State Electric & Gas Corporation recorded June 13, 1990 in Liber 848 of Deeds, at page 869.

2. Easement to New York State Electric & Gas Corporation recorded March 11, 1959 in Liber 469 of Deeds, at page 561.

3. Permanent easement for drainage to the State of New York recorded in Liber 527 of Deeds, page 93.

4. Easement to New York State Electric & Gas Corporation recorded May 2, 1961 in Liber 494 of Deeds at page 528.

5. Easement to New York State Electric & Gas Corporation recorded December 2, 1963 in Liber 523 of Deeds, at page 305.

6. Easement to New York State Electric & Gas Corporation recorded March 22, 1950 in Liber 386 of Deeds, at page 166.

7. Option granted to Empire Gas & Electric Company recorded in Liber 301 of Deeds, page 18.

8. Restrictive covenants and mineral rights exception contained in deed recorded in Liber 473 of Deeds, page 101.

9. Easement granted to New York State Electric & Gas Corporation recorded July 30, 1959 in Liber 474 of Deeds, at page 95.

10. Permit to Discharge Sewage or Wastes by and between Department of Health and Kordite Corporation dated September 14, 1959 and recorded October 1, 1959 in Liber 15 of Miscellaneous Records, Page 91.

11. Rights of others to the natural and unobstructed flow of the Barge Canal crossing premises.

12. Covenants and restrictions as contained in deed recorded November 19, 1964 in Liber 550 of Deeds, page 31.

Schedule C (continued)

Permitted Title Exceptions
(Page 2 of 2)

13. Terms and conditions of Easement Agreement dated November 17, 1995 between Mobil Oil Corporation and Huntsman Design Packaging Corporation recorded November 17, 1995 in Liber 913 of Deeds, page 272.

14. Covenants contained in deed recorded March 21, 1960 in Liber 480 of Deeds, page 495.

15. Easement granted to New York State Electric & Gas Corporation recorded on April 12, 1950 in Liber 386 of Deeds at page 270.

16. Sewer Easement granted to Dairymen's League Cooperative Association, Inc. by instrument recorded on December 10, 1928 in Liber 286 of Deeds, at page 81.

17. Restrictive covenants in deed recorded in Liber 724 of Deeds, at page 51 on November 3, 1978.

18. Terms and conditions of Reciprocal Easement Agreement dated August 10, 1999 between Mobil Oil Corporation and Tenneco Packaging Speciality and Consumer Products Inc. recorded September 20, 1999 in Liber 970 of Deeds, page 225.

19. Instrument location map made by The Sear-Brown Group, dated November 16, 1995, last revised July 15, 1998 discloses the following:

    a) Silos #31, 38, 39 and frame shed encroaching north of a portion of the northerly boundary.

    b) 6' chain link fence extending north of northerly boundary.

20. Liens for taxes, assessments and other governmental charges not yet due and payable but not delinquent or being contested in good faith by appropriate proceedings.

21. Mechanics', workmen's, repairmen's, warehousemen's, carrier's or other similar liens arising or incurred in the ordinary course of business.

22. Any condition that may be shown by a current survey, report or physical inspection.

23. Zoning, building and other similar restrictions.

EXHIBIT D

Deed dated February 16, 2006 between Tyco Plastics LP and Covalence Specialty Materials Corp.

*** DO NOT DETACH ***

Wayne County Clerk's Office

Recording Page

Receipt #:	145730	-------FEES--------	
Instrument #:	R9069942	Recording and Filing:	234.00
Date:	03/28/2006	Transfer Tax:	0.00
Time:	01:46P	Basic Tax:	0.00
Doc Type:	DEED	Local Tax:	0.00
1st OR:	TYCO PLASTICS LP	Additional Tax:	0.00
1st EE:	COVALENCE SPECIALTY	Special Tax:	0.00
Town:	-	Withheld:	0.00
Pages:	13	Total:	234.00
Serial #:	-	-------MORTGAGE TAX------	
Employee ID:	CT	Amount Taxed:	0.00
Transfer Tax #:	2618	-------TRANSFER TAX------	
		Consideration Amount:	0.00

State of New York
County of Wayne

***** WARNING - This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.**

Wayne
County Clerk

****
* *** DO NOT DETACH *** *
* *** THIS IS NOT A BILL *** *
****

Wayne County Clerk

R9069942
03/28/2006 01:46PM
Page: 1 of 13
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N06-2911

61-M (13)

Prepared by:
Shannon A. Kidwell, Esq.
McGuire Woods LLP
1170 Peachtree St N.E.
Suite 2100
Atlanta, GA 30309

Record and Return to:
Title Associates
825 Third Ave, 30th FL
New York, NY 10022
Attn: Laura Williams
N06-2911

Bargain and Sale Deed, with Covenants against Grantor's Acts

Sec: 62112
Block: 20
Lot: 935116

THIS INDENTURE, made the 16th day of February, 2006 and

Sec: 63112
Block: 00
Lot: 064052

BETWEEN

TYCO PLASTICS LP, a Delaware limited partnership, whose address is 1401 West 94th Street, Minneapolis, MN 55431

Sec: 62111
Block: 08
Lot: 948968

party of the first part, and

Covalence Specialty Materials Corp., a Delaware corporation, whose address is 9 West 57th Street, 43rd Floor, New York, NY 10019

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate lying and being in the County of Wayne, State of New York, see attached Exhibit A.

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

THIS CONVEYANCE is made and accepted subject to covenants, easements and restrictions set forth on Exhibit B attached hereto and made a part hereof, affecting the above described premises. It is hereby covenanted on the part of the Grantee, which covenant hereby runs with the land, that the Grantee, its successors and assignees, will use the above-described premises for industrial purposes only and will prohibit the use of the groundwater beneath the above-described premises as drinking water.

BEING AND HEREBY intending to describe the premises conveyed to Carlisle Plastics L.P. in deed dated, 1/30/2001 and recorded 3/3/2006 in the County of Wayne under instrument no. R9069139.

Exhibit A

Legal Description

PARCEL I:

All that tract or parcel of land, situate in the Village of Macedon, Town of Macedon, County of Wayne, State of New York, as shown on a map entitled "Mobil Oil Corporation, Boundary map (Sheet 1 of 2)", prepared by The Sear-Brown Group, Inc., last revised March 17, 1998, having Drawing No. 12405 SU 5 and a drawing entitled "Mobil Oil Corporation, Instrument Location Map (Sheet 2 of 2)" prepared by The Sear-Brown Group, Inc., last revised Nov. 10, 1998, having Drawing No. 12405 SU 6, and being more particularly bounded and described as follows:

BEGINNING at a point in the northerly right-of-way line of Main Street, New York State Route 31, State Highway No. 8037 (width varies), said point being at the southeasterly corner of a parcel of land conveyed to Wayne County by Doyle, as filed in the Office of the Clerk of Wayne County in Liber 329 of Deeds at Page 75, said point being marked in the field by a found monument 0.2 foot east;

THENCE the following six (6) courses and distances along the northerly right-of-way line of said Route 31:

1. North 19 degrees 41 minutes 00 seconds West, a distance of 28.76 feet to a point marked by a found monument 0.1 foot east;

2. South 76 degrees 33 minutes 00 seconds West, a distance of 159.18 feet to a point marked by a found monument 0.1 foot north and 0.2 foot east;

3. South 86 degrees 25 minutes 00 seconds West, a distance of 57.41 feet to a found monument;

4. South 87 degrees 03 minutes 30 seconds West, a distance of 168.92 feet to a point marked by a found monument 0.1 foot west;

5. South 87 degrees 44 minutes 20 seconds West, a distance of 192.71 feet to a point marked by a found 3/4 of an inch iron pipe 0.4 foot east; and

6. South 76 degrees 54 minutes 46 seconds West, a distance of 47.72 feet to a found monument in the easterly right-of-way line of NYS Route 350 (width varies), said point being the southeasterly corner of a parcel of land conveyed to Mobil Oil Corporation by the People of the State of New York on December 28, 1966 and filed in the Office of the Clerk of Wayne County in Liber 584 of Deeds at Page 396;

THENCE the following seven (7) courses and distances along said easterly right-of-way line:

1. North 63 degrees 54 minutes 11 seconds West, a distance of 61.35 feet to a found monument;

2. North 24 degrees 35 minutes 08 seconds West, a distance of 253.75 feet to a point marked by a found 4 inch x 4 inch granite monument 0.8 foot south;

continued

3. North 33 degrees 51 minutes 14 seconds West, a distance of 78.45 feet to a 4 inch x 4 inch granite monument;

4. North 39 degrees 57 minutes 01 second West, a distance of 58.22 feet to a point marked by a found monument 0.2 foot south;

5. North 40 degrees 23 minutes 34 seconds West, a distance of 153.47 feet to a point marked by a found monument 0.2 foot south;

6. North 30 degrees 08 minutes 02 seconds West, a distance of 19.65 feet to a point; and

7. North 23 degrees 41 minutes 28 seconds West, a distance of 51.32 feet to a point marked by a found monument 0.1 foot south and 0.1 foot east, said point being in the southerly line of lands now or formerly of the New York State Barge Canal;

THENCE the following eight (8) courses and distances along said southerly line:

1. North 83 degrees 10 minutes 30 seconds East, a distance of 50.00 feet to a point marked by a found monument 0.1 foot east;

2. North 84 degrees 19 minutes 40 seconds East, a distance of 132.00 feet to a point marked by a found monument 0.1 foot east;

3. North 71 degrees 32 minutes 40 seconds East, a distance of 68.70 feet to a point marked by a found monument 0.1 foot south;

4. North 78 degrees 30 minutes 30 seconds East, a distance of 64.80 feet to a point;

5. North 84 degrees 19 minutes 30 seconds East, a distance of 264.00 feet to a point;

6. North 85 degrees 03 minutes 00 seconds East, a distance of 302.51 feet to a point marked by a found 3/8 of an inch rod in concrete 0.7 foot north and 0.1 foot west;

7. South 04 degrees 57 minutes 00 seconds East, a distance of 41.91 feet to a point marked by a found shaft 0.8 foot north and 0.1 foot west; and

8. North 84 degrees 13 minutes 00 seconds East, a distance of 206.46 feet to a point;

THENCE the following twenty three (23) courses and distances through lands now or formerly of Mobil Oil Corporation:

1. South 13 degrees 41 minutes 00 seconds East, a distance of 13.39 feet to a point;

2. South 76 degrees 19 minutes 00 seconds West, along the edge of the upper concrete pad for Silos 7, 8 and 9 and the edge of pad of Silos 31 and 32, a distance of 36.00 feet to a point;

continued

3. South 13 degrees 41 minutes 00 seconds East, continuing along the edge of concrete pad and between Silos 9 and 4, a distance of 16.00 feet to a point;

4. North 76 degrees 19 minutes 00 seconds East, along the southerly edge of said concrete pad for Silos 7, 8 and 9, a distance of 28.70 feet to a point;

5. South 14 degrees 08 minutes 00 seconds East, through the wall of an existing building, a distance of 19.51 feet to a point in the center of an 8 inch block wall;

6. South 75 degrees 52 minutes 00 seconds West, along the centerline of the said 8 inch block wall, a distance of 5.21 feet to a point on the easterly face of aluminum framing;

7. North 14 degrees 08 minutes 00 seconds West, along said easterly face of said aluminum framing, a distance of 6.25 feet to the northeasterly corner thereof;

8. South 75 degrees 52 minutes 00 seconds West, along the northerly face of said aluminum framing, a distance of 19.40 feet to the northwesterly corner thereof;

9. South 14 degrees 08 minutes 00 seconds East, along the westerly face of said aluminum framing, a distance of 6.25 feet to a point in the center of the previously mentioned 8 inch block wall;

10. South 75 degrees 52 minutes 00 seconds West, along the centerline of said wall, a distance of 408.92 feet to a point;

11. South 14 degrees 08 minutes 00 seconds East, along the centerline of an 8 inch block wall, a distance of 64.80 feet to a point;

12. South 75 degrees 52 minutes 00 seconds West, along the centerline of an 8 inch block wall, a distance of 22.70 feet to a point;

13. South 14 degrees 08 minutes 00 seconds East, along the centerline of a 12 inch block wall, a distance of 29.46 feet to a point in the center of an 8 inch block wall;

14. South 75 degrees 43 minutes 30 seconds West, along the centerline of said 8 inch block wall, a distance of 13.34 feet to a point on the westerly face of an existing wall;

15. South 14 degrees 16 minutes 30 seconds East, along said westerly face of wall, a distance of 111.10 feet to a point in the center of an 8 inch block wall;

16. South 75 degrees 43 minutes 30 seconds West, along the centerline of said 8 inch block wall, a distance of 24.38 feet to a point;

17. South 14 degrees 16 minutes 30 seconds East, along the centerline of an 8 inch block wall, a distance of 75.83 feet to a point;

continued

18. North 75 degrees 43 minutes 30 seconds East, along the centerline of an 8 inch block wall, a distance of 7.50 feet to a point;

19. South 14 degrees 16 minutes 30 seconds East, along the centerline of an 8 inch block wall, and continuing beyond the exterior of the existing building, a total distance of 66.70 feet to a point lying 8 inches, more or less, southeasterly of an existing 6 foot chain link fence with barbed wire;

20. North 67 degrees 56 minutes 48 seconds East, along a line which is parallel with and 8 inches, more or less, southeasterly of said chain link fence, a distance of 256.45 feet to a point;

21. North 14 degrees 19 minutes 36 seconds West, along a line which is parallel with and 8 inches, more or less, easterly of said chain link fence, a distance of 13.24 feet to a point;

22. North 76 degrees 49 minutes 27 seconds East, along a line which is parallel with and 8 inches, more or less, southerly of said chain link fence, a distance of 58.98 feet to a point; and

23. South 08 degrees 17 minutes 56 seconds East, along the centerline of a driving lane between parking rows, a distance of 210.83 feet to a point in the first mentioned northerly right-of-way line of Route 31;

THENCE South 86 degrees 31 minutes 40 seconds West, along said right-of-way line, a distance of 22.34 feet to the point or place of BEGINNING.

continued

PARCEL II:

All that tract or parcel of land, being part of Town Lots 29 and 30, Town and Village of Macedon, County of Wayne, State of New York, all as shown on a map prepared by Donald B. Schwartz, Professional Land Surveyor, dated August 15, 1980, being Job No. 80-581, and being particularly described as follows:

COMMENCING at a point in the centerline of N.Y.S. Route 350 (Macedon-Ontario Center Road), at its intersection with the Railroad Centerline at Station 1803 + 923.15 therein;

THENCE easterly, on a curve to the right, having a radius of 2864.93 feet, along said centerline, a distance of 205.15 feet to P.C. Station 1803 + 718.00;

THENCE South 51 degrees 25 minutes 00 seconds East, along said centerline, a distance of 455.48 feet, to a point on said centerline, said point being Centerline Station 1803 + 262.52;

THENCE North 38 degrees 35 minutes 00 seconds East, at right angles to said centerline, a distance of 28.49 feet to an iron pipe set at the point of BEGINNING;

THENCE North 40 degrees 44 minutes 30 seconds East, a distance of 32.37 feet to an iron pipe;

THENCE South 48 degrees 56 minutes 40 seconds East, a distance of 140.52 feet to an iron pipe;

THENCE South 81 degrees 49 minutes 00 seconds East, a distance of 142.52 feet to an iron pipe set on the north boundary of land belonging to The Owasco River Railway, Inc.;

THENCE South 57 degrees 32 minutes 48 seconds East, along said north boundary, a distance of 450.57 feet to an iron pipe, said iron pipe being 175.00 feet northerly, as measured at right angles, from Centerline Station 1802 + 550.00;

THENCE South 39 degrees 21 minutes 41 seconds East, along said north boundary, a distance of 406.98 feet to an iron pipe, said iron pipe being 90.00 feet northerly, as measured at right angles, from centerline P.T. Station 1802 + 152.00;

THENCE South 59 degrees 15 minutes 37 seconds East, along said north boundary, a distance of 333.91 feet to an iron pipe, said iron pipe being 105.00 feet northerly, as measured radially, from Center Station 1801 + 800.00;

THENCE South 69 degrees 28 minutes 35 seconds East, along said north boundary, a distance of 471.20 feet to an iron pipe, said iron pipe being 105.00 feet northerly, as measured radially, from Centerline Station 1801 + 300.00;

THENCE South 80 degrees 04 minutes 03 seconds East, along said north boundary, a distance of 283.86 feet to an iron pipe, said iron pipe being 98.00 feet northerly, as measured radially, from Centerline Station 1801 + 000.00;

continued

THENCE South 86 degrees 03 minutes 24 seconds East, along said north boundary, a distance of 258.60 feet to an iron pipe, said iron pipe being 80.00 feet northerly, as measured at right angles, from Centerline P.C. Station 1800 + 729.20, said iron pipe being further defined as being South 85 degrees 54 minutes 00 seconds West, a distance of 351.22 feet from a railroad spike set on the centerline of the relocated O'Neill Road;

THENCE South 4 degrees 06 minutes 00 seconds East, along the division line between the lands of The Owasco River Railway, Inc. (reputed owner) on the west and the lands of Harlan Hilton Jr. & Robert Stanton (reputed owners) on the east, a distance of 150.00 feet to an iron pipe set on the south boundary of lands belonging to The Owasco River Railway, Inc., said point being 70.00 feet southerly, as measured at right angles, from Center P.C. Station 1800 + 729.20;

THENCE westerly, on a curve to the right, having a radius of 1980.00 feet; parallel to and 70.00 feet southerly, as measured radially, from the centerline of said railroad, a distance of 1399.44 feet to an iron pipe, said last course being further defined by chords, as North 73 degrees 51 minutes 07 seconds West, a distance of 1370.49 feet;

THENCE North 4 degrees 14 minutes 30 seconds West, a distance of 121.62 feet to an iron pipe;

THENCE westerly, on a curve to the right, having a radius of 2208.24 feet, a distance of 8.37 feet to an iron pipe, said last course being further defined by chords, as North 51 degrees 46 minutes 58 seconds West, a distance of 8.37 feet;

THENCE North 51 degrees 40 minutes 27 seconds West, parallel to, and 30.00 feet northerly from the centerline of the existing main track line, a distance of 719.52 feet to an iron pipe;

THENCE westerly, on a curve to the left, having a radius of 2810.27 feet, a distance of 112.81 feet to an iron pipe, said last course being further defined by chords, as North 50 degrees 31 minutes 27 seconds West, a distance of 112.80 feet;

THENCE North 49 degrees 22 minutes 27 seconds West, parallel to, and 30.00 feet northerly from the centerline of the existing main track line, a distance of 262.92 feet, to an iron pipe set at the point of BEGINNING.

Together with a 50' wide easement as granted by Leonard Johncox to Kordite Corporation recorded April 19, 1965 in Liber 553 of Deeds, page 633 and recorded August 5, 1965 in Liber 557 of Deeds page 605. Together with rights of access together with others, over an existing roadway from Route 350 to the above described as granted by the Owasco River Railway, Inc. to Mobil Oil Corporation as granted in Deed recorded December 24, 1980 in Liber 744 of Deeds page 180.

All of the foregoing is conveyed together with all of Seller's right, title and interest, if any, in and to the following: all buildings and improvements located on the land, and all easements, rights of way, appurtenances and hereditaments related thereto, and the streets and roads abutting the above-described premises to the center lines thereof.

EXHIBIT "B"

1. Subject to any state of facts an inspection of the premises would show.

2. Any state of facts an accurate survey would disclose from September 11, 1998 for Schedule "A", Parcel I and from June 18, 1997 for Schedule "A", Parcel II.

3. Lien of any additional taxes arising as a result of loss of any real property tax exemption.

4. Easement granted to New York State Electric & Gas Corporation and recorded on June 13, 1990 in Liber 848 of Deeds, at page 869.

5. Easement granted to New York State Electric & Gas Corporation and recorded on March 11, 1959 in Liber 469 of Deeds, at page 561.

6. Permanent Easement for drainage granted to State of New York recorded in Liber 527 of Deeds, at page 93.

7. Easement granted to New York State Electric & Gas Corporation and recorded on March 22, 1950 in Liber 386 of Deeds, at page 166.

8. Option granted to Empire Gas & Electric Company recorded in Liber 301 of Deeds, page 18.

9. Restrictive covenants and mineral rights exception contained in deed recorded in Liber 473 of Deed, page 101.

10. Easement granted to New York State Electric & Gas Corporation and recorded on July 30, 1959 in Liber 474 of Deeds, at page 95.

11. Covenants and restrictions as contained in deed recorded November 19, 1964 in Liber 550 of Deeds, page 31.

12. Terms and conditions of Easement Agreement dated November 17, 1995 between Mobil Oil Corporation and Huntsman Design Packaging Corporation recorded November 17, 1995 in Liber 913 of Deed, page 272.

13. Covenants contained in deed recorded March 21, 1960 in Liber 480 of Deeds, page 495.

14. Easement granted to New York State Electric & Gas Corporation and recorded on April 12, 1950 in Liber 386 of Deeds, at page 270.

15. Sewer Easement granted to Dairymen's League Cooperative Association, Inc. and recorded on December 10, 1928 in Liber 286 of Deeds, at page 81.

16. Restrictive covenants in deed recorded in Liber 724 of Deeds, at page 51 on November 3, 1978.

17. Reciprocal Easement Agreement between Mobil Oil Corporation and Tennaco Packaging Specialty and Consumer Products, Inc. dated September 20, 1999 in Liber 970 of Deeds, page 225.

18. Reservation set forth in deed made by the People of State of New York to Mobil Oil Corporation recorded January 5, 1967 in Liber 584 of Deeds, page 395.

19. The right of use of abutting land owners to common walls and subject maintenance and replacement of same.

20. Survey made by Denluck-O'Neill, P.C. dated June 18, 1997 and filed in the Wayne County Clerk's Office as Map. No. 24156 shows overhead electric lines traversing Schedule "A" Parcel II. (Note: A survey map made by R. Ronald Kreiling filed in the Wayne County Clerk's Office as No. 13242 identifies the easement as Liber 715 of Deed, page 331. The easement was granted by Harlan G. Hilton, Jr. and Robert J. Stanton, who owned the adjoining lands. We find no easement in the chain of title for Schedule "A" Parcel II to attribute to this line.)

21. Rights over the Barge Canal.

22. The following items of personal property and fixture located on Schedule "A" Parcel I are hereby excluded:

    Resin Silos "A" and "B", as shown on the Instrument Location Map, prepared by The Sear-Brown Group, Project Number 127405, Drawing Number SU 6, dated November 10, 1998, as filed on the Wayne County Clerk's Office on September 20, 1999, as Map Number 24155.

    The following items of personal property and fixtures located on Schedule "A" Parcel 2 are hereby excluded.

    (1) a block building with vacuum lines and aluminum vacuum pipes for part of the resin transfer system, (2) a small frame building, and (3) a small metal clad building (stationary trailer), all situated west of the small trailer and concrete building owned by Tenneco, and all as shown on the survey prepared by Denluck-O'Neill, P.C., being Project Number 97-0351, dated June 18, 1997, and filed in the Wayne County Clerk's Office on September 20, 1999 as Map No. 24156. North Parcel Map prepared by Denluck-O'Neill, P.C., being Project Number 97-0351.

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TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as set forth on Exhibit C.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it reads "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Tyco Plastics LP,
a Delaware limited partnership,

By: Sunbelt Holding, Inc. I,
a Delaware corporation, Its: General Partner

By: _____
Name: Mark P. Armstrong
Title: Authorized Signatory

STATE OF New York)
COUNTY OF New York)

On the 14th day of February, in the year 2006, before me, the undersigned, personally appeared Mark P. Armstrong known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me the he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf which the individual acted, executed the instrument.

Stacey L Helfman
Notary Public

[SEAL]

STACEY L. HELFMAN
Notary Public, State of New York
No. 30-01HE4936518
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires July 25, 2006

RETURN BY MAIL TO:

Title Associates
825 Third Ave.
New York, NY 10022
Attn: Laura Williams N06-2911 (A10)

SECTION 62111, 62112, 63112

BLOCK 08, 20, 00

LOT 948968, 935116, 064052

COUNTY OR TOWN Wayne

Wayne County Clerk

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