

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Office of the Director
625 Broadway, 12th Floor, Albany, New York 12233-7011
P: (518) 402-9706 | F: (518) 402-9020
www.dec.ny.gov

ACM Northfield CR#3, LLC
Robert Flowers
780 Third Avenue, 27th Floor
New York, NY 10017

MAY 29 2019

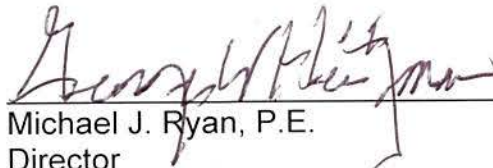
RE: Site Name: Bisonite Paint Co.
Site No.: C915010
Location of Site: 2268 Military Road, Erie County, Tonawanda, NY 14150

Dear Mr. Flowers:

To complete your file, attached is a fully executed copy of the Brownfield Cleanup Agreement for the Bisonite Paint Co. Site.

If you have any further questions relating to this matter, please contact the project attorney for this site, Jennifer Dougherty, Esq., NYS Department of Environmental Conservation, Office of General Counsel, 270 Michigan Avenue, Buffalo, NY 14203 or by email at jennifer.dougherty@dec.ny.gov.

Sincerely,



Michael J. Ryan, P.E.
Director
Division of Environmental Remediation

Enclosure

ec: Charles Gregory, Project Manager
cc: Jennifer Dougherty, Esq.
Jennifer Andaloro, Esq./Lisa Kranick



Department of
Environmental
Conservation

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C915010-11-17**

Bisonite Paint Co.

DEC Site No. C915010
Located at: 2268 Military Road
Erie County
Tonawanda, NY 14150

Hereinafter referred to as "Site"

by:

ACM Northfield CR#3, LLC
780 Third Avenue, 27th Floor, New York, NY 10017

Hereinafter referred to as "Applicant"

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

WHEREAS, the Applicant submitted an application received by the Department on July 7, 2017; and

WHEREAS, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

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

I. Applicant Status

The Applicant, ACM Northfield CR#3, LLC, is participating in the BCP as a Participant as defined in ECL 27-1405(1)(a).

Generally, participants are responsible for all past state costs and all future state costs. However, due to the unique circumstances surrounding the Site, the Applicant's application and the partial approval of the Site, the Department is willing to suspend the payment of past costs, which total \$182,668.64, for the duration of the Applicant's participation in the BCP. If the Applicant receives a Certificate of Completion (COC), the Department will permanently waive the past costs of \$182,668.64 for the Applicant and any subsequent COC holders (who are subject to the Department's express approval).

If the BCA is terminated, prior to the receipt of a COC, the Applicant may be responsible for some or all of the costs set forth on Exhibit "B", which shall represent reimbursement for past State Costs incurred prior to the effective date of this Agreement. If the BCA is

terminated, all payable past costs included in Exhibit B shall be due within 45 days of the effective date of the termination and payable as set forth in Paragraph V of Appendix "A". The Applicant reserves its right to contest any portion of the costs found in Exhibit "B" upon the termination of the BCA, in the manner set forth in Paragraph V of Appendix "A".

Furthermore, the Department specifically acknowledges the Applicant's right to object to any cost included in the Cost Summary found in Exhibit "B", at the time of the termination. The Applicant also agrees that to the extent that DEC makes any arguments at the time of termination, which would have been timely in 2018, the Applicant shall not object to such an argument as being untimely, if it is raised in the future because the Applicant terminated the BCA.

The Participant is responsible for future State Costs as set forth in Appendix "A", within forty-five (45) days after the effective date of this Agreement. Payment instructions for future costs and any past costs that may become payable are found in Appendix A, Paragraph V.C. Applicant and DEC acknowledge that Exhibit B, may not include all State Costs incurred prior to the effective date of this Agreement. Costs that are not included on the cost summary, which represent costs accrued since that time, as part of the review of the application and this Agreement, will be billed at a later date.

If this Agreement is terminated prior to the Applicant's receipt of a Certificate of Completion, the provisions found in Paragraph I of this Agreement shall survive termination of this Agreement.

Invoices shall be sent to Applicant at the following address:

ACM Northfield CR#3, LLC
Attn: Robert Flowers
780 Third Avenue, 27th Floor
New York, NY 10017
ufberg@atalayacap.com

II. Tangible Property Tax Credit Status

A. The Site is not located in a City having a population of one million or more. It is therefore presumed that the Site is eligible for tangible property tax credits.

III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 0.8 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: 52.12-6-16.2
Street Number: 2266 Military Rd, Tonawanda
Owner: ACM Northfield CR , LLC

Tax Map/Parcel No.: 52.12-6-16.1
Street Number: 2268 Military Rd, Tonawanda
Owner: ACM Northfield CR , LLC

IV. Communications

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

1. Communication from Applicant shall be sent to:

Charles Gregory
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7017
charles.gregory@dec.ny.gov

Note: one hard copy (unbound) of work plans and reports is required, as well as one electronic copy.

Scarlett McLaughlin
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
Scarlett.mclaughlin@health.ny.gov

Jennifer Dougherty, Esq. (correspondence only)
New York State Department of Environmental Conservation
Office of General Counsel
270 Michigan Ave
Buffalo, NY 14203-2915
jennifer.dougherty@dec.ny.gov

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

ACM Northfield CR#3, LLC
Attn: Robert Flowers
780 Third Avenue, 27th Floor
New York, NY 10017
ufberg@atalayacap.com

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Applicant provide more than one paper copy of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph III.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

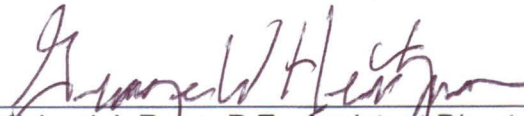
C. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED:

MAY 29 2019

THIS BROWNFIELD CLEANUP AGREEMENT IS
HEREBY APPROVED, Acting by and Through the
Department of Environmental Conservation as Designee
of the Commissioner,

By:



Michael J. Ryan, P.E., ~~Assistant~~ Director
Division of Environmental Remediation

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.

ACM Northfield CR#3, LLC

By: [Signature]

Title: Robert Flowers

Date: April 25, 2019

DN

STATE OF NEW YORK)
COUNTY OF New York) ss:

On the 25 day of April in the year 2019, before me, the undersigned, personally appeared Robert Flowers, 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.

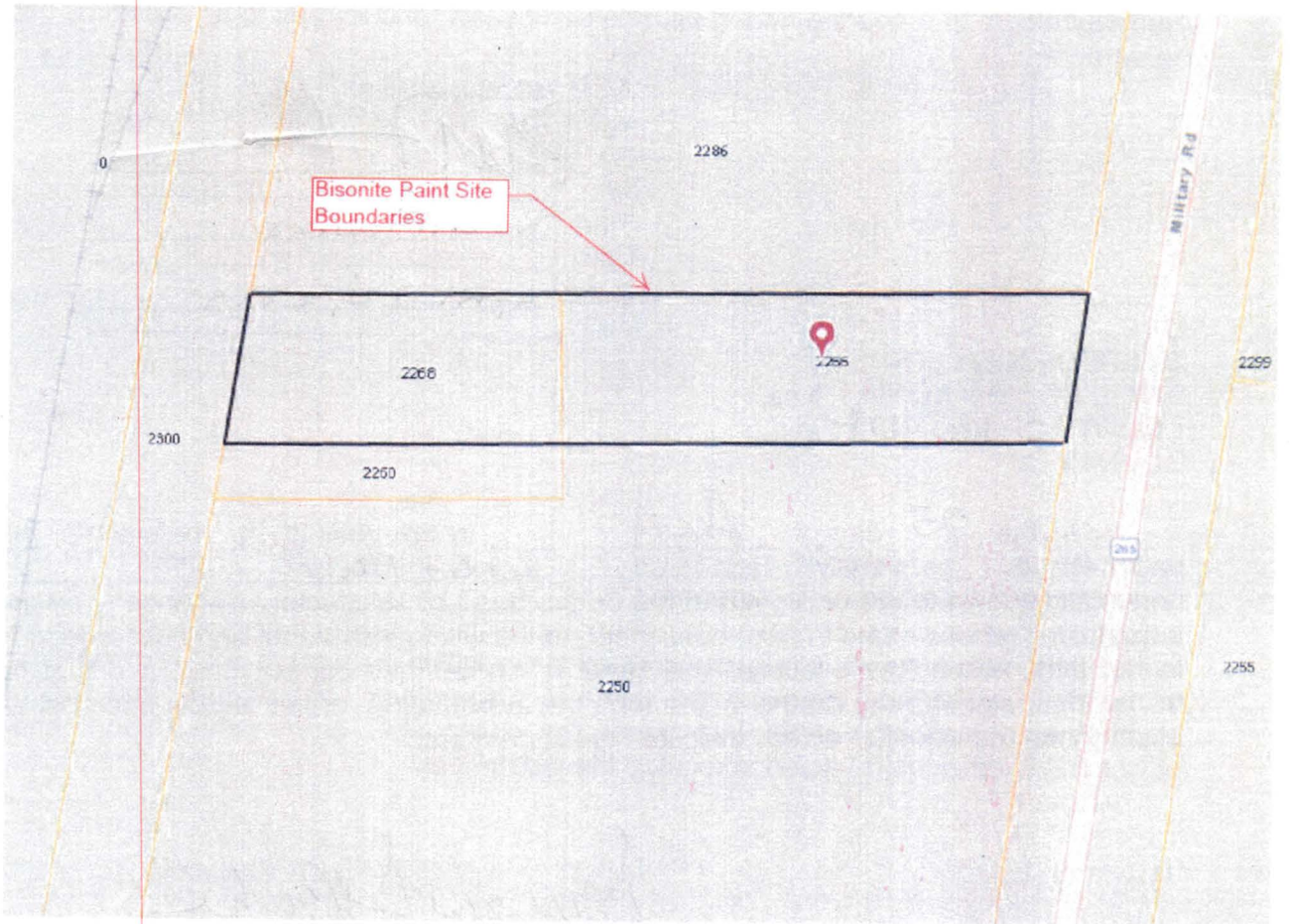
[Signature]
Signature and Office of individual taking acknowledgment

Dominique DeRoche
Notary Public, State of New York
No. 01DE6362941
Qualified in New York County
Commission Expires 8/07/2021



EXHIBIT A

SITE MAP



Dominique DeRoche
Notary Public, State of New York
No. 0148832941
Qualified in New York County
Commission Expires 08/15/2021



EXHIBIT I

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF ENVIRONMENTAL REMEDIATION
BUREAU OF PROGRAM MANAGEMENT

COST SUMMARY

SITE NAME: Bisonite Paint Co.
SITE NO.: C915010
RELATED SITE NO.: 915010
TIME FRAME: DEC Life - 09/05/18
TIME FRAME: DOH Life - 06/01/98

COST CATEGORY	C915050	915050	TOTAL AMOUNTS	EXHIBIT NO.
DIRECT PERSONAL SERVICES	\$0.00	\$39,336.49	\$39,336.49	
FRINGE	\$0.00	\$16,464.60	\$16,464.60	
INDIRECT	\$0.00	\$16,931.66	\$16,931.66	
<i>PERSONAL SERVICES SUBTOTAL</i>	<i>\$0.00</i>	<i>\$72,732.75</i>	<i>\$72,732.75</i>	II
CONTRACTUAL	\$0.00	\$108,603.36	\$108,603.36	III
TRAVEL	\$0.00	\$67.74	\$67.74	IV
OTHER NPS	\$0.00	\$0.00	\$0.00	
<i>NON-PERSONAL SERVICES SUBTOTAL</i>	<i>\$0.00</i>	<i>\$108,671.10</i>	<i>\$108,671.10</i>	
DEC TOTAL	\$0.00	\$181,403.85	\$181,403.85	
DOH TOTAL	\$0.00	\$6,264.79	\$6,264.79	V
MINUS PREVIOUSLY REIMBURSED AMOUNT (IF * APPLICABLE)	N/A	-\$5,000.00	-\$5,000.00	
<i>DEC & DOH TOTAL</i>	<i>\$0.00</i>	<i>\$182,668.64</i>	<i>\$182,668.64</i>	
COST CAP (IF APPLICABLE)	N/A	N/A	N/A	
GRAND TOTAL	\$0.00	\$182,668.64	\$182,668.64	

* This amount was recovered under the authority of Consent Order Index #B9-0389-91-10. The goals of this Order were for the Respondent, 2251 Military Road Associates, Inc., to implement an Interim Remedial Measure program for the site and reimburse the Department an amount not to exceed \$5,000.

New York State Department of Environmental Conservation
Bureau of Federal and Municipal Accounts
Time & Activity Detail Report

EXHIBIT II
(1 of 2)

T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Progm & Loc Code	Average Biweekly Salary	Time Hours	Amount (Including Leave)
**										
*Time & Activity Code : A518										
02/14/1990	A518	915010 A51991	47385	430221 L2 89	MAY GLENN M	JR ENGINEERING GEOL	QC/90	1019.09	5.00	84.44
12/19/1990	A518	915010 A51991	47385	430221 L2 90	MAY GLENN M	JR ENGINEERING GEOL	QC/90	1048.46	3.00	49.88
02/13/1991	A518	915010 A51991	47080	430221 L2 90	ZUK ELAINE	ASSNT ENGRG GEOLOGIST	QC/00	1174.71	14.00	260.79
02/13/1991	A518	915010 A51991	47079	430221 L2 90	BREWSTER HAYDEN R	ASSNT SANI ENGR	QC/00	1287.07	21.50	438.80
03/13/1991	A518	915010 A51991	47385	430221 L2 90	MAY GLENN M	JR ENGINEERING GEOL	QC/90	943.60	6.00	89.78
03/13/1991	A518	915010 A51991	47501	430221 L2 90	MATEUNAS MARK P	SENR SANI ENGR	QC/00	1697.07	12.50	272.75
04/10/1991	A518	915010 BISONITE	47501	430221 L2 91	MATEUNAS MARK P	SENR SANI ENGR	QC/00	1880.49	19.00	572.02
05/08/1991	A518	915010 BISONITE	47385	430221 L2 91	MAY GLENN M	ENGRG GEOLOGIST	QC/90	1045.59	4.00	65.80
05/08/1991	A518	915010 BISONITE	47501	430221 L2 91	MATEUNAS MARK P	SENR SANI ENGR	QC/00	1880.49	12.50	375.82
09/25/1991	A518	915010 BISONITE	47385	430221 L2 91	MAY GLENN M	ENGRG GEOLOGIST	QC/90	1045.59	10.50	175.53
10/23/1991	A518	915010 BISONITE	47385	430221 L2 91	MAY GLENN M	ENGRG GEOLOGIST	QC/90	1045.59	6.00	100.30
10/23/1991	A518	915010 BISONITE	47006	430221 L2 91	SCIASCIA EUGENE J	ENVIRNL ENGINEER 3	QE/90	2136.16	5.00	169.07
10/23/1991	A518	915010 BISONITE	47501	430221 L2 91	MATEUNAS MARK P	SENR SANI ENGR	QC/00	1880.49	15.00	450.98
12/18/1991	A518	915010 BISONITE	47501	430221 L2 91	MATEUNAS MARK P	SENR SANI ENGR	QC/00	1880.49	7.50	225.49
02/12/1992	A518	915010 BISONITE	47501	430221 L2 91	MATEUNAS MARK P	SENR SANI ENGR	QC/00	1880.49	11.50	337.87
03/11/1992	A518	915010 BISONITE	47501	430221 L2 91	MATEUNAS MARK P	SENR SANI ENGR	QC/00	1880.49	8.00	240.52
04/08/1992	A518	915010 BISONITE PANT	47501	430221 L2 92	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	1883.07	7.50	227.30
05/06/1992	A518	915010 BISONITE PANT	47501	430221 L2 92	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	1885.65	18.50	561.45
06/03/1992	A518	915010 BISONITE PANT	47501	430221 L2 92	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	1885.65	14.00	424.88
07/01/1992	A518	915010 BISONITE PANT	47501	430221 L2 92	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	1885.65	7.50	227.62
09/23/1992	A518	915010 BISONITE PANT	47385	430221 L2 92	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1305.25	8.00	92.40
11/18/1992	A518	915010 BISONITE PANT	47501	430221 L2 92	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	1885.65	7.50	227.62
07/28/1993	A518	915010 BISONITE PANT	47501	430221 L2 93	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	1885.65	7.50	227.16
08/25/1993	A518	915010 BISONITE PANT	47501	430221 L2 93	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	3512.22	8.50	479.53

New York State Department of Environmental Conservation
Bureau of Federal and Municipal Accounts
Time & Activity Detail Report

T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Progm & Loc Code	Average Biweekly Salary	Time Hours	Amount (Including Leave)
**										
*Time & Activity Code : A518										
09/22/1993	A518	915010 BISONITE PANT	47501	430221 L2 93	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2826.50	12.00	544.81
10/20/1993	A518	915010 BISONITE PANT	47501	430221 L2 93	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2057.37	24.00	793.12
11/17/1993	A518	915010 BISONITE PANT	47501	430221 L2 93	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2057.37	36.00	1078.26
11/17/1993	A518	915010 BISONITE PANT	47385	430221 L2 93	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1411.85	3.00	67.22
12/15/1993	A518	915010 BISONITE PANT	47501	430221 L2 93	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2212.42	3.50	114.46
01/12/1994	A518	915010 BISONITE PANT	47501	430221 L2 93	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2057.37	3.00	99.14
04/06/1994	A518	915010 BISONITE PANT	47501	430221 L2 94	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2057.37	11.00	361.89
05/04/1994	A518	915010 BISONITE PANT	47501	430221 L2 94	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2139.68	10.50	359.26
05/04/1994	A518	915010 BISONITE PANT	47385	430221 L2 94	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1460.02	6.00	139.85
06/29/1994	A518	915010 BISONITE PANT	47501	430221 L2 94	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2139.68	16.00	547.44
08/24/1994	A518	915010 BISONITE PANT	47501	430221 L2 94	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2304.27	6.00	221.08
12/14/1994	A518	915010 BISONITE PANT	47501	430221 L2 94	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2165.38	5.50	190.44
04/05/1995	A518	915010 BISONITE PANT	47501	430221 L2 95	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2165.38	4.50	156.67
05/03/1995	A518	915010 BISONITE PANT	47501	430221 L2 95	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2159.46	9.50	300.78
05/31/1995	A518	915010 BISONITE PANT	47501	430221 L2 95	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2159.46	3.50	121.52
06/28/1995	A518	915010 BISONITE PANT	47501	430221 L2 95	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2159.46	4.00	138.88
08/23/1995	A518	915010 BISONITE PANT	47501	430221 L2 95	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2159.46	7.00	243.05
10/18/1995	A518	915010 BISONITE PANT	47501	430221 L2 95	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2159.46	5.50	190.97
12/13/1995	A518	915010 BISONITE PANT	47501	430221 L2 95	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2159.46	1.00	34.72
01/10/1996	A518	915010 BISONITE PANT	47153	430221 L2 95	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2520.97	1.00	40.00
01/10/1996	A518	915010 BISONITE PANT	47501	430221 L2 95	MATEUNAS MARK P	ENVIRNL ENGINEER 2	QC/00	2159.46	11.50	399.29
02/07/1996	A518	915010 BISONITE PANT	47385	430394 L2 95	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1549.39	2.00	49.82
05/01/1996	A518	915010 BISONITE PANT	47656	430116 L2 96	RYAN JOSEPH P	ASSNT COUNSL	CC/00	2826.10	2.00	86.28
05/01/1996	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	4.50	182.90

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T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Progm & Loc Code	Average Biweekly Salary	Time Hours	Amount (Including Leave)
**										
*Time & Activity Code : A518										
05/01/1996	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1575.20	7.00	175.06
05/29/1996	A518	915010 BISONITE PANT	47656	430116 L2 96	RYAN JOSEPH P	ASSNT COUNSL	CC/00	2826.10	6.00	265.56
05/29/1996	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	7.25	294.68
05/29/1996	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1575.20	29.00	713.09
06/26/1996	A518	915010 BISONITE PANT	47656	430116 L2 96	RYAN JOSEPH P	ASSNT COUNSL	CC/00	2826.10	2.50	107.85
06/26/1996	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	5.25	213.39
06/26/1996	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1575.20	19.00	481.21
07/24/1996	A518	915010 BISONITE PANT	47656	430116 L2 96	RYAN JOSEPH P	ASSNT COUNSL	CC/00	2826.10	5.00	219.16
07/24/1996	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	3.50	142.26
07/24/1996	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1575.20	15.00	379.15
08/21/1996	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	2.50	95.86
09/18/1996	A518	915010 BISONITE PANT	47656	430116 L2 96	RYAN JOSEPH P	ASSNT COUNSL	CC/00	2826.10	4.50	194.80
09/18/1996	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	2.50	99.97
09/18/1996	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1575.20	5.00	125.78
10/16/1996	A518	915010 BISONITE PANT	47656	430116 L2 96	RYAN JOSEPH P	ASSNT COUNSL	CC/00	2826.10	1.50	68.17
10/16/1996	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	2.50	95.30
10/16/1996	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1634.08	47.00	1229.82
11/13/1996	A518	915010 BISONITE PANT	47656	430116 L2 96	RYAN JOSEPH P	ASSNT COUNSL	CC/00	2826.10	1.00	43.84
11/13/1996	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	3.00	122.36
11/13/1996	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1575.20	2.50	62.35
12/11/1996	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	1.00	40.12
01/08/1997	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	4.00	162.60
01/08/1997	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1575.20	15.00	374.98
02/05/1997	A518	915010 BISONITE PANT	47390	430394 L2 96	KING DANIEL K	ENVIRNL ENGINEER 3	QA/90	2527.89	1.50	60.77
02/05/1997	A518	915010 BISONITE PANT	47084	430221 L2 96	HOFFMAN JR CARL R	ENVIRNL ENGINEER 2	QC/00	2165.38	15.00	524.06

New York State Department of Environmental Conservation
Bureau of Federal and Municipal Accounts
Time & Activity Detail Report

T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Progm & Loc Code	Average Biweekly Salary	Time Hours	Amount (Including Leave)	
**											
*Time & Activity Code : A518											
02/05/1997	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1575.20	12.50	317.69	
03/05/1997	A518	915010 BISONITE PANT	47385	430394 L2 96	MAY GLENN M	ENGRG GEOLOGIST 1	QC/90	1634.06	5.00	129.24	
04/30/1997	A518	915010 BISONITE PANT	47385	430394 L2 97	MAY, GLENN M	ENGRG GEOLOGIST 1	QA/90	2136.43	23.50	776.04	
05/28/1997	A518	915010 BISONITE PANT	47385	430394 L2 97	MAY, GLENN M	ENGRG GEOLOGIST 1	QA/90	1645.79	9.50	248.40	
06/25/1997	A518	915010 BISONITE PANT	47385	430394 L2 97	MAY, GLENN M	ENGRG GEOLOGIST 1	QA/90	1624.03	15.00	373.91	
07/23/1997	A518	915010 BISONITE PANT	47385	430394 L2 97	MAY, GLENN M	ENGRG GEOLOGIST 1	QC/90	1624.03	18.50	460.04	
09/17/1997	A518	915010 BISONITE PANT	47385	430394 L2 97	MAY, GLENN M	ENGRG GEOLOGIST 1	QA/90	1624.03	2.50	65.22	
10/15/1997	A518	915010 BISONITE PANT	47395	430394 L2 97	SADOWSKI, BRIAN	SENR LOVE CNL TRTM FO	QA/90	1565.04	1.00	25.23	
12/10/1997	A518	915010 BISONITE PANT	47385	430394 L2 97	MAY, GLENN M	ENGRG GEOLOGIST 1	QA/90	1680.87	19.00	514.74	
04/01/1998	A518	915010 BISONITE PANT	47385	430394 L2 98	MAY, GLENN M	ENGRG GEOLOGIST 1	QA/90	1739.65	4.50	121.52	
08/19/1998	A518	915010 BISONITE PANT	47385	430394 L2 98	MAY, GLENN M	ENGRG GEOLOGIST 1	QA/90	1731.42	8.50	228.01	
* Subsubtotal *									760.00	22391.88	
** Subtotal **									760.00	22391.88	
*** Total ***									760.00	22391.88	
										*** Total ***	
										Calculated Fringe Benefits Costs	6,923.01
										Calculated Indirect Overhead Costs	9,274.12
										Total T&A Costs plus Fringe and Indirect	38,589.01

EXHIBIT II

(2 of 2)



Cost Query - Ad Hoc

Criteria: Timecard Begin Date 3/24/2005 And Timecard End Date 9/5/2018 And Task Code A518

Leave Charges: Included

Cost Indicator: Direct

Rate Type: Non-Federal

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Jump To Employee:

Pay Period	Pay Period Dates	Check Date	Cost Center	Variable	Budget Year	Employee	Title Description	Work Location Code	Work Location Description	Billable Hourly Rate	State Fringe	State Indirect	Hours	Cost
Task: A518 - 915010 BISONITE PANT														
2014/2	04/10/2014 - 04/23/2014	05/07/2014	430221	L6	2012	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	59.39	25.33	16.70	0.75	44.54
2014/13	09/11/2014 - 09/24/2014	10/08/2014	430221	L6	2012	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	59.19	521.66	343.95	15.50	917.45
2014/14	09/25/2014 - 10/08/2014	10/22/2014	430221	L6	2012	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	59.39	33.77	22.27	1.00	59.39
2014/18	11/20/2014 - 12/03/2014	12/17/2014	430221	L6	2012	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	59.39	8.44	5.57	0.25	14.85
2014/21	01/01/2015 - 01/14/2015	01/28/2015	430221	L6	2012	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.21	7.99	5.27	0.25	14.05
2015/1	03/26/2015 - 04/08/2015	04/22/2015	430221	L6	2012	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	58.47	8.17	5.18	0.25	14.62
2015/3	04/23/2015 - 05/06/2015	05/20/2015	430221	L6	2012	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.77	103.10	65.40	3.25	184.50
2015/4	05/07/2015 - 05/20/2015	06/03/2015	430221	L6	2012	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	57.90	161.77	102.62	5.00	289.50
2015/5	05/21/2015 - 06/03/2015	06/17/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	53.48	22.41	14.22	0.75	40.11
2015/7	06/18/2015 - 07/01/2015	07/15/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	58.47	57.18	36.27	1.75	102.32
2015/9	07/16/2015 - 07/29/2015	08/12/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	57.33	88.10	55.89	2.75	157.66
2015/10	07/30/2015 - 08/12/2015	08/26/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	58.09	243.46	154.44	7.50	435.68
2015/12	08/27/2015 - 09/09/2015	09/23/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	58.47	8.17	5.18	0.25	14.62
2015/13	09/10/2015 - 09/23/2015	10/07/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	58.47	98.02	62.18	3.00	175.41
2015/14	09/24/2015 - 10/07/2015	10/21/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	58.28	284.96	180.76	8.75	509.95
2015/15	10/08/2015 - 10/21/2015	11/04/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	58.28	154.69	98.13	4.75	276.83
2015/16	10/22/2015 - 11/04/2015	11/18/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	55.34	7.73	4.91	0.25	13.84
2015/18	11/19/2015 - 12/02/2015	12/16/2015	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	54.48	7.61	4.83	0.25	13.62
2015/23	01/28/2016 - 02/10/2016	02/24/2016	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	55.34	69.58	44.14	2.25	124.52
2015/25	02/25/2016 - 03/09/2016	03/23/2016	430221	L6	2015	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	35.30	4.93	3.13	0.25	8.83
2016/2	04/21/2016 - 05/04/2016	05/18/2016	430221	L6	2016	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.29	94.62	63.66	4.00	161.16
2016/4	05/19/2016 - 06/01/2016	06/15/2016	430221	L6	2016	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	59.49	8.73	5.87	0.25	14.87
2016/9	07/28/2016 - 08/10/2016	08/24/2016	430221	L6	2016	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.01	8.22	5.53	0.25	14.00
2016/11	08/25/2016 - 09/07/2016	09/21/2016	430221	L6	2016	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	60.68	8.91	5.99	0.25	15.17
2016/13	09/22/2016 - 10/05/2016	10/19/2016	430221	L6	2016	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	60.68	8.91	5.99	0.25	15.17
2016/14	10/06/2016 - 10/19/2016	11/02/2016	430221	L6	2016	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	60.68	53.44	35.96	1.50	91.02
2016/15	10/20/2016 - 11/02/2016	11/16/2016	430221	L6	2016	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	60.68	8.91	5.99	0.25	15.17
2016/17	11/17/2016 - 11/30/2016	12/14/2016	430221	L6	2016	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	60.68	8.91	5.99	0.25	15.17
2016/20	12/29/2016 - 01/11/2017	01/25/2017	430221	L6	2016	Gardner, David	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	56.19	8.25	5.55	0.25	14.05
2016/22	01/26/2017 - 02/08/2017	02/22/2017	430221	L6	2016	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	60.68	8.91	5.99	0.25	15.17
2016/24	02/23/2017 - 03/08/2017	03/22/2017	430221	L6	2016	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.31	8.41	5.66	0.25	14.33
2016/25		04/05/2017	430221	L6	2016	Gardner, David		615127		61.69	262.58	176.68	7.25	447.25

	03/09/2017 - 03/22/2017						PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)		Central Office - 625 Broadway						
2016/26	03/23/2017 - 04/05/2017	04/19/2017	430221	L6	2016	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	61.90	172.63	116.15	4.75	294.03	
2017/1	04/05/2017 - 04/19/2017	05/03/2017	430221	L6	2016	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	60.94	18.73	15.50	0.50	30.47	
2017/2	04/20/2017 - 05/03/2017	05/17/2017	430221	L6	2016	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	62.97	532.32	440.42	13.75	865.84	
2017/3	05/04/2017 - 05/17/2017	05/31/2017	430221	L6	2017	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	62.76	106.11	87.79	2.75	172.59	
2017/4	05/18/2017 - 05/31/2017	06/14/2017	430221	L6	2017	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	62.97	77.43	64.06	2.00	125.94	
2017/5	06/01/2017 - 06/14/2017	06/28/2017	430221	L6	2017	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	57.77	914.56	756.67	25.75	1,487.58	
2017/6	06/15/2017 - 06/28/2017	07/12/2017	430221	L6	2017	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	62.55	259.57	214.76	6.75	422.21	
2017/7	06/29/2017 - 07/12/2017	07/26/2017	430221	L6	2017	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	62.97	38.71	32.03	1.00	62.97	
2017/8	07/13/2017 - 07/26/2017	08/09/2017	430221	L6	2017	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	62.97	212.93	176.17	5.50	346.34	
2017/10	08/10/2017 - 08/23/2017	09/06/2017	430221	L6	2017	Gardner, David	PROFESSIONAL ENGINEER 1 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	62.97	96.79	80.08	2.50	157.43	
2017/10	08/10/2017 - 08/23/2017	09/06/2017	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	44.49	150.44	124.47	5.50	244.70	
2017/11	08/24/2017 - 09/06/2017	09/20/2017	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	44.49	177.79	147.10	6.50	289.19	
2017/12	09/07/2017 - 09/20/2017	10/04/2017	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	43.34	199.84	165.34	7.50	325.05	
2017/13	09/21/2017 - 10/04/2017	10/18/2017	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	43.06	416.96	344.98	15.75	678.20	
2017/15	10/19/2017 - 11/01/2017	11/15/2017	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	36.57	202.35	167.42	9.00	329.13	
2017/16	11/02/2017 - 11/15/2017	11/29/2017	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	44.49	109.41	90.52	4.00	177.96	
2017/18	11/30/2017 - 12/13/2017	12/27/2017	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	43.20	13.28	10.99	0.50	21.60	
2017/20	12/28/2017 - 01/10/2018	01/24/2018	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	44.49	95.74	79.21	3.50	155.72	
2017/21	01/11/2018 - 01/24/2018	02/07/2018	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	44.49	82.06	67.89	3.00	133.47	
2017/22	01/25/2018 - 02/07/2018	02/21/2018	430221	L6	2017	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	44.49	34.19	28.29	1.25	55.61	
2017/25	03/08/2018 - 03/21/2018	04/04/2018	430221	L6	2018	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	44.49	68.38	56.58	2.50	111.23	
2018/1	04/05/2018 - 04/18/2018	05/02/2018	430221	L6	2018	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	46.67	74.55	71.98	2.50	116.68	
2018/3	05/03/2018 - 05/16/2018	05/30/2018	430221	L6	2018	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	46.06	103.00	99.45	3.50	161.21	
2018/4	05/17/2018 - 05/30/2018	06/13/2018	430221	L6	2018	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	43.22	27.61	26.66	1.00	43.22	
2018/6	06/14/2018 - 06/27/2018	07/11/2018	430221	L6	2018	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	46.67	29.82	28.79	1.00	46.67	
2018/9	07/20/2018 - 08/08/2018	08/22/2018	430221	L6	2018	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	46.67	29.82	28.79	1.00	46.67	
2018/10	08/09/2018 - 08/22/2018	09/05/2018	430221	L6	2018	GREGORY, CHARLES	Engineering Geologist 1	615127	Central Office - 625 Broadway	46.67	14.91	14.40	0.50	23.34	
2008/3	05/01/2008 - 05/14/2008	05/28/2008	430394	L6	2008	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	46.92	374.01	381.12	17.50	821.10	
2008/4	05/15/2008 - 05/28/2008	06/11/2008	430394	L6	2008	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	46.92	277.84	283.12	13.00	609.96	
2008/6	06/12/2008 - 06/25/2008	07/09/2008	430394	L6	2008	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	49.77	442.07	450.47	19.50	970.52	
2008/9	07/24/2008 - 08/06/2008	08/20/2008	430394	L6	2008	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	48.80	222.28	226.51	10.00	488.00	
2008/19	12/11/2008 - 12/24/2008	01/07/2009	430394	L6	2008	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	49.77	45.34	46.20	2.00	99.54	
2011/2	04/14/2011 - 04/27/2011	05/11/2011	430394	L6	2011	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	57.95	111.06	89.38	4.00	231.80	
2011/4	05/12/2011 - 05/25/2011	06/08/2011	430394	L6	2011	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	57.95	367.87	296.08	13.25	767.84	
2011/5	05/26/2011 - 06/08/2011	06/22/2011	430394	L6	2011	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	57.95	138.82	111.73	5.00	289.75	
2013/2	04/11/2013 - 04/24/2013	05/08/2013	430394	L6	2013	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	57.54	31.92	26.45	1.00	57.54	
2016/8	07/14/2016 - 07/27/2016	08/10/2016	430394	L6	2016	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	59.49	17.47	11.75	0.50	29.75	
2016/13	09/22/2016 - 10/05/2016	10/19/2016	430394	L6	2016	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	60.68	124.69	83.90	3.50	212.38	
2016/14	10/06/2016 - 10/19/2016	11/02/2016	430394	L6	2016	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	60.68	35.63	23.97	1.00	60.68	
2016/15	10/20/2016 - 11/02/2016	11/16/2016	430394	L6	2016	May, Glenn	ENGRG GEOLOGIST 2	634406	R9 - Buffalo - Regional HQ	59.49	244.49	164.50	7.00	416.43	
2017/7	06/29/2017 - 07/12/2017	07/26/2017	430394	L6	2017	May, Glenn	Engineering Geologist 2	634406	R9 - Buffalo - Regional HQ	62.97	58.07	48.05	1.50	94.46	
2017/10	08/10/2017 - 08/23/2017	09/06/2017	430394	L6	2017	May, Glenn	Engineering Geologist 2	634406	R9 - Buffalo - Regional HQ	62.97	38.71	32.03	1.00	62.97	
2017/16	11/02/2017 - 11/15/2017	11/29/2017	430394	L6	2017	May, Glenn	Engineering Geologist 2	634406	R9 - Buffalo - Regional HQ	62.97	58.07	48.05	1.50	94.46	
2017/15		11/15/2017	430221	L6	2017			615127		71.93	176.89	146.35	4.00	287.72	

	10/19/2017 - 11/01/2017					Putzig, Bartholomew	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)		Central Office - 625 Broadway					
2017/16	11/02/2017 - 11/19/2017	11/29/2017	430221	L6	2017	Putzig, Bartholomew	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.93	66.34	54.89	1.50	107.90
2017/19	12/14/2017 - 12/27/2017	01/10/2018	430221	L6	2017	Putzig, Bartholomew	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.93	22.11	18.30	0.50	35.97
2017/25	03/08/2018 - 03/21/2018	04/04/2018	430221	L6	2018	Putzig, Bartholomew	PROFESSIONAL ENGINEER 2 (ENVIRONMENTAL)	615127	Central Office - 625 Broadway	71.93	22.11	18.30	0.50	35.97
										Report Total:	9,541.59	7,657.54	315.25	16,944.61

Close

Personal Service Costs: \$ 16,944.61
 Fringe: \$ 9,541.59
 Indirect Costs: \$ 7,657.54
 Total: \$ 34,143.74

Server: hr-App05
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 LATS^{net} Version: 10.2.0.166

New York State Department of Environmental Conservation
 Division of Environmental Remediation
 Payments/Encumbered Amounts - Summary
 (Based on Sites)

EXHIBIT III
 (1 of 2)

Date: 10/9/2018

Page No.: 1

Site ID: 915010 - Bisonite Paint Co.

Project Type	Fund Source	Contract No.	WA No.	Contractor Name	Encumbered Amount	Payment Amount
Site Characterization	HWCA	C100607	129669	GROUNDWATER & ENVIRON SVCS INC (RI	\$55,000.00	\$7,526.98
Site Characterization	Federal	D000451		RECRA RESEARCH	\$3,500.00	\$3,500.00
Site Characterization	86 EQBA	D002520	03	DUNN GEOSCIENCE	\$94,276.38	\$94,276.38
Subtotal on Project Type:					\$152,776.38	\$105,303.36
Total Amounts:					\$152,776.38	\$105,303.36

EXHIBIT III
(2 of 2)

Site Analytical Costs

<u>SITE NAME</u>	<u>I.D.#</u>	<u>LOG#</u>	<u>SAMPLE DT.</u>	<u>VOUCHER NO.</u>	<u>INV. #</u>	<u>INV. DT.</u>	<u>INV. REC.</u>	<u>ANALYTICAL EXPENSES</u>	<u>BOTTLE EXPENSES</u>	<u>SHIPPING EXPENSES</u>
Bisonite Paint	915010	11-SH	05/01/97	R-1	A7A03351	06/09/97	06/20/97	\$3,300.00		
							TOTAL:	\$3,300.00		

EXHIBIT IV

*Bisonite Site
Site No. 9-15-010*

*Summary of Travel Costs
State Vehicle Charges

Month	Amount
May 1996	\$ 2.86
October 1996	22.35
December 1996	3.25
January 1997	14.08
February 1997	4.08
April 1997	21.12
Total	\$67.74

* State employees who travel are required to use State vehicles whenever possible. Charges for the use of state vehicles are calculated by using a predetermined rate per mile based on the type of vehicle. The user of the vehicle is required to complete the vehicle log which includes beginning mileage, ending mileage and time and activity code of the site the mileage is related to. The information is input into a computer and a monthly computerized report is provided that summarizes the mileage charged to each time and activity code for that month.

Reimbursement for State vehicle mileage is being included in cost recovery billings as of April 1992. Expenditures for this site were incurred in the months noted above. We have included copies of the monthly computerized vehicle mileage reports to document the cost claimed as Exhibits IIIA1 - A6.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
OFFICE SERVICES AND EQUIPMENT MANAGEMENT
COST OF OPERATION AND REIMBURSEMENT BASE DETERMINATION REPORT
FOR APRIL 1997

III-A-6
ENV REMEDIATION

ACTIVITY CODE & EIM FLAG	ACTIVITY CODE NARRATIVE	REG	EQUIP ID AND PURCH FUND SOURCE	ON-LOAN	CAT/CLS	TOTAL MILES/HOURS	BASIC RATE	OPERATING COST	REIM RATE	REIMBURSEMENT COST
A400	826007 WILL BENSON	0	903502 1		3-2	506	\$.140	\$ 70.84		
TOTAL ACTIVITY A400		*****				506 (MILES)		\$ 70.84		
A405	828008 PLUMB GRAVEL	1	883528 1		3-2	68	\$.140	\$ 9.52		
TOTAL ACTIVITY A405		*****				68 (MILES)		\$ 9.52		
A461	UNION ROAD SITE	9	904400 7		4-7	10	\$.110	\$ 1.10		
		9	923593 7		3-3	18	\$.120	\$ 2.16		
TOTAL ACTIVITY A461		*****				28 (MILES)		\$ 3.26		
A479	851009 FORMER GE	0	943565 6		3-3	544	\$.120	\$ 65.28		
TOTAL ACTIVITY A479		*****				544 (MILES)		\$ 65.28		
A488	859011 WILLIAMSON LF	0	933726 7		3-3	239	\$.120	\$ 28.68		
TOTAL ACTIVITY A488		*****				239 (MILES)		\$ 28.68		
A518	915010 BISCNITE PANT	9	883552 1		3-3	176	\$.120	\$ 21.12		
TOTAL ACTIVITY A518		*****				176 (MILES)		\$ 21.12		
A612	932032 GUTERL STEEL	0	933728 1		3-3	58	\$.120	\$ 6.96		
		9	883552 1		3-3	279	\$.120	\$ 33.48		
TOTAL ACTIVITY A612		*****				337 (MILES)		\$ 40.44		
A652	932099 SCHRECK'S SYD	9	883552 1		3-3	79	\$.120	\$ 9.48		
TOTAL ACTIVITY A652		*****				79 (MILES)		\$ 9.48		

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
OFFICE SERVICES AND EQUIPMENT MANAGEMENT
COST OF OPERATION AND REIMBURSEMENT BASE DETERMINATION REPORT
FOR FEBRUARY 1997

HAZ WSTE REMEDIAT IIIA-5

ACTIVITY CODE & REIM FLAG	ACTIVITY CODE NARRATIVE	EQUIP ID AND PURCH FUND SOURCE	ON- LOAN	CAT/ CLS	TOTAL MILES/ HOURS	BASIC RATE	OPERATING COST	REIM RATE	REIMBURSEMENT COST
A300	633013 WHITETOWN LF	0 923588 2 6 883542 1		3-3 3-2	180 53	\$.120 \$.140	\$ 21.60 \$ 7.42		
TOTAL ACTIVITY A300					233 (MILES)		\$ 29.02		
A344	734020 MCKESSON ENV	0 923542 2		3-3	286	\$.120	\$ 34.32		
TOTAL ACTIVITY A344					286 (MILES)		\$ 34.32		
A349	734026 ALLIED CHEM	7 923543 2		3-3	9	\$.120	\$ 1.08		
TOTAL ACTIVITY A349					9 (MILES)		\$ 1.08		
A518	915010 BISONITE PANT	9 883552 1		3-3	34	\$.120	\$ 4.08		
TOTAL ACTIVITY A518					34 (MILES)		\$ 4.08		
A528	915022 ERNST STEEL	9 923593 7		3-3	30	\$.120	\$ 3.60		
TOTAL ACTIVITY A528					30 (MILES)		\$ 3.60		
A658	130042 NASSAU FIRE	0 883403 4 0 951436 1		1-3 1-4	542 529	\$.110 \$.110	\$ 59.62 \$ 58.19		
TOTAL ACTIVITY A658					1,071 (MILES)		\$ 117.81		
A664	314073 DUTCHESS AP	3 883550 1		3-3	129	\$.120	\$ 15.48		
TOTAL ACTIVITY A664					129 (MILES)		\$ 15.48		
A680	704019 GORICK DUMP	7 903592 7		3-2	172	\$.140	\$ 24.08		
TOTAL ACTIVITY A680					172 (MILES)		\$ 24.08		

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
OFFICE SERVICES AND EQUIPMENT MANAGEMENT
COST OF OPERATION AND REIMBURSEMENT BASE DETERMINATION REPORT
FOR JANUARY 1997

HAZ WSTE REMEDIAT IIIA-4

ACTIVITY CODE & REIM FLAG	ACTIVITY CODE NARRATIVE	REG	EQUIP ID AND PURCH FUND SOURCE	ON- LOAN	CAT/ CLS	TOTAL MILES/ HOURS	BASIC RATE	OPERATING COST	REIM RATE	REIMBURSEMENT COST
A383	755010 MORSE INDUST	7	903592 7		3-2	95	\$.140	\$ 13.30		
TOTAL ACTIVITY A383						95 (MILES)	\$	13.30		
A421	828038 BROCKPORT LF	8	903623 7		3-2	86	\$.140	\$ 12.04		
TOTAL ACTIVITY A421						86 (MILES)	\$	12.04		
A444	932022&932031102STRA	9	854807 1		4-7	48	\$.110	\$ 5.28		
TOTAL ACTIVITY A444						48 (MILES)	\$	5.28		
A461	UNION ROAD SITE	9	854807 1		4-7	56	\$.110	\$ 6.16		
		9	874024 7		4-7	10	\$.110	\$ 1.10		
TOTAL ACTIVITY A461						66 (MILES)	\$	7.26		
A479	851009 FORMER GE	8	903624 1		3-2	177	\$.140	\$ 24.78		
TOTAL ACTIVITY A479						177 (MILES)	\$	24.78		
A518	915010 BISONITE PANT	9	864579 1		4-7	51	\$.110	\$ 5.61		
		9	904400 7		4-7	77	\$.110	\$ 8.47		
TOTAL ACTIVITY A518						128 (MILES)	\$	14.08		
A656	130040 AIR TECH	1	913638 7		3-3	523	\$.120	\$ 62.76		
TOTAL ACTIVITY A656						523 (MILES)	\$	62.76		
A658	130042 NASSAU FIRE	0	951436 1		1-4	501	\$.110	\$ 55.11		
		0	961655 8		1-4	515	\$.110	\$ 56.65		
TOTAL ACTIVITY A658						1,016 (MILES)	\$	111.76		

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
OFFICE SERVICES AND EQUIPMENT MANAGEMENT
COST OF OPERATION AND REIMBURSEMENT BASE DETERMINATION REPORT
FOR DECEMBER 1996

HAZ WSTE REMEDIAT IIIA-3

ACTIVITY CODE & EIR FLAG	ACTIVITY CODE NARRATIVE	EQUIP ID AND PURCH FUND SOURCE	ON-LOAN	CAT/CLS	TOTAL MILES/HOURS	BASIC RATE	OPERATING COST	REIM RATE	REIMBURSEMENT COST
A315	645013 N LAWRENCE	863647 1 883544 1		3-3 3-3	49 710	\$.120 \$.120	\$ \$	5.88 85.20	
TOTAL ACTIVITY A315					1,219 (MILES)		\$	146.28	
A324	706005 COLE-ZAISER	933729 7		3-3	320	\$.120	\$	38.40	
TOTAL ACTIVITY A324					320 (MILES)		\$	38.40	
A349	736026 ALLIED CHEM	863576 1 924151 2 933560 7		3-2 4-1 3-3	26 110 61	\$.140 \$.130 \$.120	\$ \$ \$	3.64 14.30 7.52	
TOTAL ACTIVITY A349					197 (MILES)		\$	25.26	
A367	736013 COLE-ZAISER	904401 1		4-7	335	\$.110	\$	36.85	
TOTAL ACTIVITY A367					335 (MILES)		\$	36.85	
A383	755010 MORSE INDUST	933726 7 903592 7		3-3 3-2	133 115	\$.120 \$.140	\$ \$	15.96 16.10	
TOTAL ACTIVITY A383					248 (MILES)		\$	32.06	
A439	HYDE FK LDFL REM ACT	904400 7		4-7	105	\$.110	\$	11.55	
TOTAL ACTIVITY A439					105 (MILES)		\$	11.55	
A461	UNION ROAD SITE	854807 1 874024 7		4-7 4-7	31 18	\$.110 \$.110	\$ \$	3.41 1.98	
TOTAL ACTIVITY A461					49 (MILES)		\$	5.39	
A516	915010 BISCHMITE PAINT	871562 4		1-6	25	\$.130	\$	3.25	
TOTAL ACTIVITY A516					25 (MILES)		\$	3.25	

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
OFFICE SERVICES AND EQUIPMENT MANAGEMENT
COST OF OPERATION AND REIMBURSEMENT BASE DETERMINATION REPORT
FOR OCTOBER 1996

HAZ WSTE REMEDIAT IIIA-2

ACTIVITY CODE & ITEM FLAG	ACTIVITY CODE NARRATIVE	REG	EQUIP ID AND PURCH FUND SOURCE	ON-LOAN	CAT/CLS	TOTAL MILES/HOURS	BASIC RATE	OPERATING COST	REIM RATE	REIMBURSEMENT COST
A461	UNION ROAD SITE	9	854807 1		4-7	274	\$.110	\$ 30.14		
		9	864579 1		4-7	45	\$.110	\$ 4.95		
TOTAL ACTIVITY A461						319 (MILES)		\$ 35.09		
A473	850002 GOULD PUMPS	0	883508 1		3-3	186	\$.120	\$ 22.32		
TOTAL ACTIVITY A473						186 (MILES)		\$ 22.32		
A475	850006 SENECA ARMY	0	961650 8		1-4	448	\$.110	\$ 49.28		
TOTAL ACTIVITY A475						448 (MILES)		\$ 49.28		
A478	851008 LINDLEY LF	0	943556 7		3-3	71	\$.120	\$ 8.52		
		0	961650 8		1-4	318	\$.110	\$ 34.98		
TOTAL ACTIVITY A478						389 (MILES)		\$ 43.50		
A518	915010 BISONITE PANT	9	864579 1		4-7	25	\$.110	\$ 2.75		
		9	883552 1		3-3	140	\$.120	\$ 16.80		
		9	893525 1		3-2	20	\$.140	\$ 2.80		
TOTAL ACTIVITY A518						185 (MILES)		\$ 22.35		
A592	932001 SKW ALLOY	9	864579 1		4-7	61	\$.110	\$ 6.71		
		9	883552 1		3-3	588	\$.120	\$ 70.56		
		9	893525 1		3-2	572	\$.140	\$ 80.08		
		9	904400 7		4-7	37	\$.110	\$ 4.07		
TOTAL ACTIVITY A592						1,258 (MILES)		\$ 161.42		
A617	932041 WURLITZER	9	864579 1		4-7	145	\$.110	\$ 15.95		
		9	883552 1		3-3	39	\$.120	\$ 4.68		
		9	893525 1		3-2	23	\$.140	\$ 3.22		
TOTAL ACTIVITY A617						207 (MILES)		\$ 23.85		

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 OFFICE SERVICES AND EQUIPMENT MANAGEMENT
 COST OF OPERATION AND REIMBURSEMENT BASE DETERMINATION REPORT
 FOR MAY 1996

HAZ WSTE REMEDIAT IIIA-1

ACTIVITY CODE & ITEM FLAG	ACTIVITY CODE NARRATIVE	REG	EQUIP ID AND PURCH FUND SOURCE	ON-LOAN	CAT/CLS	TOTAL MILES/HOURS	BASIC RATE	OPERATING COST	REIM RATE	REIMBURSEMENT COST
A61	UNION ROAD SITE	9	854787 1		4-7	138	\$.110	\$ 15.18		
		9	854807 1		4-7	230	\$.110	\$ 25.30		
		9	893506 1		3-1	600	\$.130	\$ 78.00		
		9	923594 7		3-3	13	\$.120	\$ 1.56		
TOTAL ACTIVITY A61						981 (MILES)		\$ 120.04		
A75	850006 SENECA ARMY	0	913524 1		3-3	444	\$.120	\$ 53.28		
		8	903623 7		3-2	259	\$.140	\$ 36.26		
TOTAL ACTIVITY A75						703 (MILES)		\$ 89.54		
A518	915010 BISONHITE PANT	9	864579 1		4-7	26	\$.110	\$ 2.86		
TOTAL ACTIVITY A518						26 (MILES)		\$ 2.86		
A524	915018B DUNLOP TIRE	9	893506 1		3-1	40	\$.130	\$ 5.20		
TOTAL ACTIVITY A524						40 (MILES)		\$ 5.20		
A615	932036 CARB CO GLOBR	9	874024 7		4-7	824	\$.110	\$ 90.64		
		9	923594 7		3-3	24	\$.120	\$ 2.88		
TOTAL ACTIVITY A615						848 (MILES)		\$ 93.52		
A617	932041 WURLITZER	0	893502 1		3-2	260	\$.140	\$ 36.40		
TOTAL ACTIVITY A617						260 (MILES)		\$ 36.40		
A656	130040 AIR TECH	1	863585 1		3-2	86	\$.140	\$ 12.04		
TOTAL ACTIVITY A656						86 (MILES)		\$ 12.04		
A658	130042 NASSAU PIPE	1	864787 1		4-1	55	\$.130	\$ 7.15		
TOTAL ACTIVITY A658						55 (MILES)		\$ 7.15		

EXHIBIT V

New York State Department of Health
 Cost Recovery
 Bisonite Paint Co.
 (915010)

Fiscal Year 90/91	Personal Services	\$592.90
	Fringe @ 28.96%	\$171.70
	Indirect*	\$130.86
Fiscal Year 91/92	Personal Services	\$131.46
	Fringe @ 24.44%	\$32.13
	Indirect*	\$28.35
Fiscal Year 92/93	Personal Services	\$138.76
	Fringe @ 28.61%	\$39.70
	Indirect*	\$50.30
Fiscal Year 93/94	Personal Services	\$0.00
	Fringe @ 30.5%	\$0.00
	Indirect*	\$0.00
Fiscal Year 94/95	Personal Services	\$266.68
	Fringe @ 30.72%	\$81.92
	Indirect*	\$87.32
Fiscal Year 95/96	Personal Services	\$1,136.36
	Fringe @ 31.27%	\$355.34
	Indirect*	\$358.04
Fiscal Year 96/97	Personal Services	\$1,601.28
	Fringe @ 34%	\$544.44
	Indirect*	\$517.25
Fiscal Year 97/98	Personal Services	\$0.00
	Fringe @ 32.65%	\$0.00
	Indirect*	\$0.00
Fiscal Year 98/99 (1st Qtr.)	Personal Services	\$0.00
	Fringe @ 29.6%	\$0.00
	Indirect*	\$0.00
Travel Costs		\$0.00
Laboratory costs:		\$0.00
Total:		\$6,264.79

* Indirect amount is calculated per DOH policy as follows:
(Personal Services +(Personal Services x Federal Fringe rate)) x Indirect rate

Rates are as follows:

	Federal fringe rate	Indirect rate
FY 90/91	21.94%	18.10%
FY 91/92	19.14%	18.10%
FY 92/93	27.19%	28.50%
FY 93/94	30.04%	25.70%
FY 94/95	27.41%	25.70%
FY 95/96	28.08%	24.60%
FY 96/97	29.21%	25.00%
FY 97/98	31.00%	24.20%
FY 98/99	25.67%	25.60%

New York State Department of Health
Cost Recovery
Bisonite Paint Co. (915010)
April 1998 - June 1998

<u>Employee</u>	<u>Pay Period End Date</u>	<u>Hours</u>	<u>Amount</u>
	NO COSTS		Total:

New York State Department of Health
Cost Recovery
Bisonite Paint Co. (915010)
April 1997 - March 1998

<u>Employee</u>	<u>Pay Period End Date</u>	<u>Hours</u>	<u>Amount</u>
	NO COSTS		
		Total:	

New York State Department of Health
Cost Recovery
Bisonite Paint Co. (915010)
April 1996 - March 1997

<u>Employee</u>	<u>Pay Period End Date</u>	<u>Hours</u>	<u>Amount</u>
OCONNOR, CAMERON	5/ 1/96	4.00	\$107.72
OCONNOR, CAMERON	5/29/96	2.50	\$133.77
OCONNOR, CAMERON	6/12/96	1.50	\$106.56
OCONNOR, CAMERON	6/26/96	3.50	\$103.39
EMMITT, TERESA L	12/25/96	3.00	\$74.49
AMENTO, CHARLES J	1/22/97	6.00	\$161.34
CARLSON JR, GORDON A	1/22/97	1.00	\$54.06
EMMITT, TERESA L	1/22/97	24.50	\$629.65
OCONNOR, CAMERON	1/22/97	5.00	\$182.30
VANVALKENBURG, MARK E	1/22/97	.50	\$15.30
OCONNOR, CAMERON	3/ 5/97	1.00	\$32.70
		Total:	\$1,601.28

New York State Department of Health
Cost Recovery
Bisonite Paint Co. (915010)
April 1995 - March 1996

<u>Employee</u>	<u>Pay Period End Date</u>	<u>Hours</u>	<u>Amount</u>
MEEHAN, GERALD M	11/15/95	2.50	\$77.05
MEEHAN, GERALD M	1/24/96	5.50	\$189.31
KOCH, PATTI D	2/ 7/96	.50	\$4.87
MEEHAN, GERALD M	2/ 7/96	9.00	\$254.61
VANVALKENBURG, MARK E	2/ 7/96	1.00	\$23.39
CARLSON JR, GORDON A	2/21/96	.50	\$23.76
MEEHAN, GERALD M	2/21/96	4.00	\$141.20
CARLSON JR, GORDON A	3/ 6/96	1.50	\$64.16
OCONNOR, CAMERON	3/ 6/96	1.50	\$41.09
VANVALKENBURG, MARK E	3/ 6/96	.50	\$11.27
CARLSON JR, GORDON A	3/20/96	.50	\$45.21
KOCH, PATTI D	3/20/96	.50	\$4.56
MEEHAN, GERALD M	3/20/96	3.50	\$120.47
OCONNOR, CAMERON	3/20/96	2.00	\$53.02
VANVALKENBURG, MARK E	3/20/96	3.50	\$82.39
		Total:	\$1,136.36

New York State Department of Health
Cost Recovery
Bisonite Paint Co. (915010)
April 1994 - March 1995

<u>Employee</u>	<u>Pay Period End Date</u>	<u>Hours</u>	<u>Amount</u>
MEEHAN, GERALD M	4/ 6/94	7.50	\$207.82
OCONNOR, CAMERON	2/ 8/95	2.00	\$58.86
		Total:	\$266.68

New York State Department of Health
Cost Recovery
Bisonite Paint Co. (915010)
April 1993 - March 1994

<u>Employee</u>	<u>Pay Period End Date</u>	<u>Hours</u>	<u>Amount</u>
	NO COSTS		
		Total:	

New York State Department of Health
Cost Recovery
Bisonite Paint Co. (915010)
April 1992 - March 1993

<u>Employee</u>	<u>Pay Period End Date</u>	<u>Hours</u>	<u>Amount</u>
MEEHAN, GERALD M	7/29/92	5.50	\$138.76
		Total:	\$138.76

New York State Department of Health
Cost Recovery
Bisonite Paint Co. (915010)
April 1991 - March 1992

<u>Employee</u>	<u>Pay Period End Date</u>	<u>Hours</u>	<u>Amount</u>
CARLSON JR, GORDON A	4/10/91	3.00	\$131.46
		Total:	\$131.46

New York State Department of Health
Cost Recovery
Bisonite Paint Co. (915010)
April 1990 - March 1991

<u>Employee</u>	<u>Pay Period End Date</u>	<u>Hours</u>	<u>Amount</u>
MEEHAN, GERALD M	2/13/91	17.00	\$428.91
MEEHAN, GERALD M	3/13/91	6.50	\$163.99
		Total:	\$592.90

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "BCA" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (herein after "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of Environmental Conservation Law (ECL) § 27-1417 and 6 NYCRR §§ 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

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, 6 NYCRR §§ 375-1.6(a) and 375-3.6, 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 and, if the Applicant is a "Participant", the extent of contamination emanating from such Site. If the Applicant is a "Volunteer" it shall perform a qualitative exposure assessment of the contamination emanating from the site in accordance with ECL § 27-1415(2)(b) and Department guidance;

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 and, if the Applicant is a "Participant", the contamination that has emanated from such Site;

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

4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.

5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as determined in a schedule to be approved by the Department.

2. Any 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 to be conducted in accordance with current guidance, 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 in accordance with 6 NYCRR § 375-3.6(b) 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 deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein.

ii. If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(3) shall apply.

iii. If the Department disapproves a Work Plan, the reason for such disapproval shall

be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an Investigation Work Plan prepared in accordance with ECL § 27-1411(1) and 6 NYCRR § 375-1.6. 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 and 6 NYCRR § 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL §§ 27-1419(1) and (2) and 6 NYCRR § 375-1.6. The Department shall review such Report, the submittals made pursuant to this 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 timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR §§ 375-1.9 and 375-3.9.

3. 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. In addition, Applicant shall include with every report submitted to the Department a schedule for the submission of any subsequent work plan required to meet the requirements of ECL Article 27 Title 14. 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 XII.

D. 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 in accordance with 6 NYCRR § 375-1.6. 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 reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) 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 XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. 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.

E. 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)(f). 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 recorded an Environmental Easement in accordance with 6 NYCRR § 375-1.8(h).

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 modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1415(3) and 6 NYCRR § 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph then this Agreement shall terminate in accordance with Paragraph XII. If the Applicant elects to develop a Work Plan, then it will be reviewed in accordance with Paragraph II.D above.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR §§ 375-1.8(h)(3) and 375-3.8(h)(2).

III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, 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 as described at 6 NYCRR § 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.

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. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the site.

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. The Department will generally conduct such inspections during business hours, but retains the right to inspect at any time.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

V. Payment of State Costs (Applicable only to Applicants with Participant Status)

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 as provided by 6 NYCRR § 375-1.5 (b)(3)(i).

B. Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)(ii). 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. Each such payment shall be made payable to the "Commissioner of NYSDEC" and shall be sent to:

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

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

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement

action for non-compliance with ECL § 27-1409(2) and ECL § 71-4003.

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 and to the provisions of 6 NYCRR §§ 375-1.9 and 375-3.9.

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 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. In the event that the Applicant is a Participant, this provision shall also include the Trustee of the State's Natural Resources. 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 accordance with the provisions of 6 NYCRR § 375-1.11(d). 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 sixty (60) days after the Department's determination pursuant to Subparagraph II.E.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 and 6 NYCRR § 375-1.8(h)(2). 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), which shall be deemed to be incorporated into this Agreement.

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 public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR § 375-1.2(ak) 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 III.A.1 of the Agreement 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. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR §§ 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph IV of the Agreement.

XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR § 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to Paragraph V of Appendix A of this Agreement, if applicable.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

XIV. 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, if applicable, and 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 XIII, 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. By entering into this Agreement, Applicant agrees to comply with and be bound by the provisions of 6 NYCRR §§ 375-1, 375-3 and 375-6; the provisions of such subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Agreement to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Agreement.

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 in accordance with 6 NYCRR §§ 375-1.12(b), (c), and (d).

D. 1. Applicant shall use "best efforts" to obtain all Site access, permits, easements, approvals, institutional controls, and/or

authorizations necessary to perform Applicant's obligations under this Agreement, including all Department-approved Work Plans and the schedules contained therein. If, despite Applicant's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Applicant shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Applicant in obtaining same.

2. 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 6 NYCRR § 375-1.6(d)(3) to reflect changes necessitated by Applicant's inability to obtain such interest.

E. 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.

F. 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 its 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). 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, Applicant shall make timely written application to the Commissioner with copies to the parties in Subparagraph IV.A.1 of the Agreement.

ii. If Applicant seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph IV.A.1 of the 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.

G. 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 XIV.G.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.

4. Any change to parties pursuant to this Agreement, including successors and assigns through acquisition of title, is subject to

approval by the Department, after submittal of an application acceptable to the Department.

H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL § 27-1421(6) and 6 NYCRR § 375-1.5(b)(5).

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

J. 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.

K. 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.

L. Applicant's obligations under this Agreement shall not be deemed to constitute any type of fine or penalty.

M. In accordance with 6 NYCRR § 375-1.6(a)(4), the Department shall be notified at least 7 days in advance of, and be allowed to attend, any field activities to be conducted under a Department approved work plan, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however that the Department may be excluded from portions of meetings where privileged matters are discussed.

N. In accordance with 6 NYCRR § 375-1.11(a), all work plans; reports, including all attachments and appendices, and certifications, submitted by a remedial party shall be submitted in print, as well as in an electronic format acceptable to the Department.

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.