New York State Department of Environmental Conservation
Office of General Counsel, 14th Floor
625 Broadway, Albany, New York 12233-1500
PHONE: (518) 402-9188 **FAX:** (518) 402-9018
Website: www.dec.ny.gov

Alexander B. Grannis
Commissioner

May 19, 2009

Neil J. Fletcher, Esq.
Senior Counsel
Law Department
Chevron U.S.A. Inc.
1600 Smith Street
Houston, TX 77002

Re: Case No. D2-1111-01-09AM
Fmr. Paragon Site and Apollo Street Parcels

Dear Neil,

Enclosed please find one original fully executed Amendment to Order on Consent regarding the case number referenced above. Said Amendment was signed on behalf of the Department on May 15, 2009.

Thank you for your kind attention to this matter. It has been a pleasure working with you in reaching this resolution. If you have any questions or comments, contact me at the address or telephone number noted above.

Very truly yours,

Alan T. Michaels
Senior Attorney

cc: E. Hampston
J. White
B. Conlon

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of Alleged Violations of
Articles 3, 17, 27 & 71 of the New York State Environmental Conservation Law, Article 12 of the Navigation Law of the State of New York, and Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") of the State of New York

AMENDMENT TO ORDER ON CONSENT

Case No. D2-1111-01-09AM

-by-

Texaco Inc., Respondent.

WHEREAS:

1. The New York State Department of Environmental Conservation (the "Department") is a department of the State of New York which, pursuant to Titles 3, 10 of Article 17 of the Environmental Conservation Law (ECL), is authorized to regulate the storage and handling of petroleum in the State of New York.
2. The Department, pursuant to Article 12 of the Navigation Law (NL), is authorized to respond to petroleum discharges and effect prompt cleanup and removal of such discharges in the State of New York.
3. Pursuant to Article 27, Title 7 of the ECL, the Department is authorized to regulate and remediate solid waste.
4. The Department is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the ECL and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.
5. Respondent, Texaco Inc. ("Texaco" or "Respondent"), is a Delaware corporation authorized to do business in the State of New York.
6. Texaco entered an Order on Consent with the Department Case#D2-1111-01-05 (the "underlying Order"), which was signed by the Department on September 20, 2005, relating to the former Paragon Oil Storage Facility, located at 16, 42 ,and 50 Bridgewater, Brooklyn, New York (the "former Paragon Site"). The purpose of the order was to address the petroleum contamination at,

arising from or relating to Texaco's operations at the former Paragon Site, and included steps to prevent seeps into Newtown Creek and conduct a site characterization.

7. Within said underlying Order, the Department alleged that Texaco, as successor to Paragon, is one of the responsible parties for petroleum contamination at the former Paragon Site, pursuant to Navigation Law §173. Without admitting or denying the allegations made in the underlying Order, Texaco agreed to address the petroleum contamination at, arising from or relating to Texaco's operation of the former Paragon Site.

8. The parties recognize that work on the former Paragon Site has reached a point where additional remedial work must be done to address all contamination within all media at the Site.

9. Moreover, the parties also recognize that a neighboring site needs to be addressed. This site is the property located at 120-122 Apollo Street, Greenpoint, Brooklyn, New York, known as the "Apollo Street Parcels". This site is also known as the Steel Equities Property. Texaco did not have any operations or control over activities at this site and disputes any relationship to any petroleum impacts on or emanating from this property.

10. The location of the former Paragon Site and the Apollo Street Parcels is further depicted in the map, attached hereto and made a part hereof as Attachment "A" (collectively, the "Sites").

11. The Respondent, without admitting or denying the allegations made in the underlying Order or any allegations made in this Amendment, agrees to enter into this Amendment to Order on Consent, Case#D2-1111-01-05 (the underlying Order) (hereinafter the "Amendment"), to address all contamination within all environmental media at the former Paragon Site and the Apollo Street Parcels. Respondent has waived its right to a hearing herein as provided by law and has consented to the issuing and entering of this Amendment pursuant to the provisions of Articles 17 and 71 of the ECL, and has agreed to be bound by the provisions, terms and conditions herein.

12. Respondent consents and accepts that all provisions, terms and conditions of the underlying Order will remain in full force and effect, and this Amendment is incorporated within the underlying Order. All work performed pursuant to this Amendment shall be done in compliance with the underlying Order, and all responsibilities herein are enforceable in accordance with the underlying Order.

13. The existence of this Amendment or Respondent's compliance with this Amendment or the underlying Order shall not be construed as an admission of liability, fault, or wrongdoing by Respondent, shall not bar or preclude Respondent from pursuing any other right or claim it may have in law or equity against any third party and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

NOW, being duly advised and having considered this matter, THE COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION HEREBY ORDERS THAT:

I. COMPLIANCE SCHEDULE

A. In addition to the work required in the underlying Order, Respondent shall comply with the terms and schedule set forth in the Corrective Action Plan (Attachment "B"), including any amendments made thereto, which shall be deemed incorporated into and enforceable as part of this Amendment and the underlying Order. The Corrective Action Plan may be modified in writing as may be agreed between the parties, and as set forth in Section I. of the underlying Order.

1. Respondent shall comply with the requirements relating to all additional remedial or investigative plans or reports, as specified in Section I.A.1 of the underlying Order. The Department shall review and follow the response to submissions as outlined in Section I.A.1of the underlying Order.

II. PAYMENT OF STATE COSTS

A. Within forty-five (45) days after the effective date of this Amendment, Respondent shall pay to the State a sum of money which shall represent reimbursement for past State Costs as set forth on the cost summary attached as Exhibit "C." Respondent acknowledges that all State Costs may not be itemized on the cost summary and that additional charges may be billed at a later date for State Costs incurred prior to the effective date of this Amendment.

B. Within forty-five (45) days after receipt of an itemized invoice from the State, Respondent shall pay to the Department a sum of money which shall represent reimbursement for State Costs, other than those identified in Subparagraph II.A., for work performed at or in connection with the Site including, but not limited to direct personnel expenses (salaries), indirect personnel expenses, overhead and fringe benefits, vehicles, travel and transportation costs, equipment, laboratory services, monitoring, and consultant and contractual services.

C. Personnel service costs shall be clearly documented. The State shall not be required to provide any other documentation of costs, provided however, that the State's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

D. Such invoice shall be sent to Respondent at the following addresses:

Texaco Inc. c/o
Neil J. Fletcher, Esq.
Law Department
Chevron U.S.A. Inc.
1600 Smith Street
Houston, TX 77002

E. 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, New York 12233-7012

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

G. Respondent may contest, in writing, invoiced costs under Subparagraph II.B. if it believes that (i) the cost documentation contains clerical, mathematical, or accounting errors; (ii) the costs are not

related to the Department's activities with respect to the Remedial Program for the Sites applicable to this order; or (iii) the State is not otherwise legally entitled to such costs. If the Respondent objects to an invoiced cost, the Respondent shall pay costs not objected to within the time frame set forth in Subparagraph II.B. and shall, within thirty (30) days after its receipt of an invoice, identify, in writing, all costs objected to and the basis of the objection. This objection shall be filed with the Department's Bureau of Program Management ("BPM") Director located at New York State Department of Environmental Conservation, 625 Broadway, 12th Floor, Albany, NY 12233. The BPM Director or the BPM Director's designee shall have the authority to relieve the Settling Defendants of the obligation to pay invalid costs. Within forty-five (45) days after the date of the Department's determination of the objection, the Settling Defendants shall either pay to the Department the amount which the BPM Director or the BPM Director's designee determines the Settling Defendants are obligated to pay or commence dispute resolution pursuant to the underlying Order.

H. In the event any instrument for the payment of any money due under this Amendment fails of collection, such failure of collection shall constitute a violation of this Amendment and the underlying Order, provided that (i) the Department gives the Respondent written notice of such failure of collection, and (ii) the Department does not receive from the Respondent a check or wire transfer in the amount of the uncollected funds within fourteen (14) days after the date of the receipt of the Department's written notification.

I. Contractor Oversight Costs

(1) Respondent and the Department agree that the Department shall contract with a contractor who will monitor the investigative work Respondent conducts pursuant to the terms and conditions of this Order (the "Contractor").

(2) Respondent shall reimburse the Department for the Contractor's costs arising out of the Contractor's monitoring of Respondent's investigation work performed in accordance with this Order ("Contractor Costs")

within sixty (60) days of receipt of a written itemized invoice from the Department along with all contractor invoices and backup documentation.

(3) In the event that Respondent believes that the Contractor Costs are excessive, Respondent shall notify the Department of its position. The Department and Respondent shall then confer. If the Department agrees, it will implement measures to address the Respondent's concerns.

(4) Within forty-five (45) days after the date of the Department's determination of the objection, the Settling Defendants shall either pay to the Department the amount which the BPM Director or the BPM Director's designee determines the Settling Defendants are obligated to pay or commence dispute resolution pursuant to the underlying Order.

III. NOTICE

The underlying Order Section IX. Notices is hereby amended. Any notice, request, consent, waiver or other communication required or permitted to be given throughout this Amendment or the underlying Order shall be effective only if in writing and shall be deemed sufficient only if delivered in person or sent by first class mail, e-mail, telecopy, overnight or by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Texaco:

Judson C. Polikoff

Marketing Business Unit – Area Manager
Chevron Environmental Management Company
2300 Windy Ridge Parkway, Suite 575
Atlanta, Georgia 30339
polikjc@chevron.com

Gesele Harris

Marketing Business Unit – Sr. Project Manager
Chevron Environmental Management Company
2300 Windy Ridge Parkway, Suite 575

Atlanta, Georgia 30339
gmcq@chevron.com

Neil J. Fletcher, Esq.
Law Department
Chevron U.S.A. Inc.
1600 Smith Street
Houston, TX 77002
NEJF@Chevron.com

-and-

Peter J. Cagnetta
Science Applications International Corporation
Project Manager
6310 Allentown Boulevard
Harrisburg, Pennsylvania 17112
PETER.J.CAGNETTA@saic.com

To the Department :

Edward Hampston, P.E.
Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, New York 12233-7013
exhampst@gw.dec.state.ny.us

one electronic copy in pdf format,

-with a copy to-

Alan T. Michaels, Esq.
Department of Environmental Conservation
Office of General Counsel
625 Broadway, 12th Floor
Albany, New York 12233-5500
atmichae@gw.dec.state.ny.us

Or such other people as the parties may designate.

IV. CLOSURE

The Department, upon submission by Respondent of satisfactory documentation with respect to each parcel of the Former Facility addressed pursuant to the terms and conditions of this Order (as set forth in the Corrective Action Plan) that Respondent has substantially complied with the requirements of this Order with respect to that parcel, shall issue a letter (within a reasonable time period) confirming that Respondent has completed the requirements of the Order with respect to that parcel.

V. RESERVATION OF RIGHTS

A. The Department reserves the right to impose a civil penalty for the alleged violations contained herein, or for any violations disclosed, and reserves the right to pursue any and all Natural Resource Damages ("NRD"), as well as any and all applicable claims authorized under the Navigation Law or the Environmental Conservation Law for any and all direct and indirect damages. Respondent reserves its rights to raise any appropriate affirmative defenses.

B. If, for any reason other than what is a force Majeure event under this Amendment or the underlying Order, Respondent fails to comply with any of the requirements of this Amendment or the underlying Order, the Department reserves the right to perform any required work. Under such circumstances, the Department will either bring administrative enforcement including cost recovery, or refer to the Attorney General a request that the Attorney General pursue Respondent or any of its successors or assigns, for reimbursement to the New York State Environmental Protection and Spill Compensation Fund [New York Navigation Law Article 12] of any costs relating to the work performed by Department plus any applicable fines and/or penalties.

VI. STANDARD PROVISIONS

Respondent shall further comply with the standard provisions which are attached to the underlying Order, and which constitute material and integral terms of this Amendment and the underlying Order and are hereby incorporated into this document.

DATED: Albany, New York

_____, 2009

MAY 15 2009

New York State Department of
Environmental Conservation

By: _____

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Amendment to the underlying Order without further notice, waives its right to a hearing herein, and agrees to be bound by the terms, conditions and provisions contained in this Amendment.

Texaco Inc., Respondent

By (Signature): _____
Print Name: Hongyan Xun
Title: Assistant Secretary
Date: 4/24/09

ACKNOWLEDGMENT

State of California

County of Contra Costa}

On April 24, 2009 before me, Laquanda Harold, a Notary Public, personally appeared Hongyan Xun who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LAQUANDA HAROLD
Commission # 1667136
Notary Public - California
Contra Costa County
My Comm. Expires May 15, 2010

STANDARD PROVISIONS

Payment. Any penalty assessed pursuant to the terms and conditions of this Order shall be paid by submitting a certified or cashier's check or money order, payable to the Department of Environmental Conservation, to: Department of Environmental Conservation, Division of Environmental Enforcement, Attn:Alan T. Michaels, Esq., 625 Broadway, Albany, New York 12233-5550. Unpaid penalties imposed by this Order shall bear interest at the rate of 9 percent per annum for each day the penalty, or any portion thereof, remains unpaid. Payments received shall frst be applied to accrued interest charges and then to the unpaid balance of the penalty.

Communications. Except as otherwise specified in this Order, any reports, submissions, and notices herein required shall be made to: NYS Department of Environmental Conservation, Division of Environmental Enforcement, Attn:Alan T. Michaels, Esq., 625 Broadway, Albany, NY 12233-5550.

Duration. This Order shall take effect when it is signed by the Commissioner of Environmental Conservation, or his designee, and shall expire when Respondent has fully complied with the requirements of this Order.

Access. For the purpose of monitoring or determining compliance with this Order, employees and agents of the Department shall be provided access to any facility, site, or records owned, operated, controlled or maintained by Respondent, in order to inspect and/or perform such tests as the Department may deem appropriate, to copy such records, or to perform any other lawful duty or responsibility.

Force Majeure. If Respondent cannot comply with a deadline or requirement of this Order, because of an act of God, war, strike, riot, catastrophe, or other condition which was not caused by the negligence or willful misconduct of Respondent and which could not have been avoided by the Respondent through the exercise of due care, Respondent shall apply in writing to the Department within a reasonable time after obtaining knowledge of such fact and request an extension or modification of the deadline or requirement.

Indemnity. Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs resulting from the acts and/or omissions of Respondent, intentional, negligent, or otherwise, of every nature and description, arising out of or resulting from the compliance or attempted compliance with the provisions of this Order by Respondent or its employees, servants, agents, successors or assigns.

Modifications. No change in this Order shall be made or become effective except as specifically set forth by written order of the Commissioner, being made either upon written application of Respondent, or upon the Commissioner's own findings after notice and opportunity to be heard have been given to Respondent. Respondent shall have the burden of proving entitlement to any modification requested pursuant to this Standard Provision or the "Force Majeure" provision, supra. Respondent's requests for modification shall not be unreasonably denied by the Department, which may impose such additional conditions upon Respondent as the Department deems appropriate.

Other Rights. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting (1) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent; (2) any right of the Department to enforce administratively or at law or in equity, the terms, provisions and conditions of this Order; (3) any right of the Department to bring any future action, either administrative or judicial, for any other violations of the ECL, the rules and regulations promulgated thereunder, or conditions contained in orders or permits, if any, issued by the Department to Respondent; (4) the summary abatement powers of the Department, either at common law or as granted pursuant to statute or regulation.

Entire Agreement. This Order shall constitute the entire agreement of the Department and Respondent with respect to settlement of those violations specifically referenced herein.

Binding Effect. The provisions, terms, and conditions of this Order shall be deemed to bind (i) the Department and (ii) Respondent and Respondent's heirs, legal representatives, receivers, trustees in bankruptcy, successors and assigns.

Service. If Respondent is represented by an attorney with respect to the execution of this Order, service of a duly executed copy of this Order upon Respondent's attorney by ordinary mail shall be deemed good and sufficient service.

Multiple Respondents. If more than one Respondent is a signatory to this Order, use of the term "Respondent" in these Standard Provisions shall be deemed to refer to each Respondent identified in the Order.

EXHIBIT "A"

Map of the Sites



ecology and environment

LEGEND

SITE BOUNDARY

NOTES:

1. SITE BACKGROUND TAKEN FROM DRAWING MC3072502.dwg PROVIDED BY ROUX ASSOCIATES INC., DATED JANUARY 20, 2005.

EXHIBIT A

APOLLO STREET CREEK PARCELS SITE AND FORMER PARAGON OIL TERMINAL SITE LOCATION MAP
GREENPOINT REMEDIATION SITE
BROOKLYN, NEW YORK

EXHIBIT "B"

Corrective Action Plan ("CAP")

Exhibit B

FORMER PARAGON OIL TERMINAL PROPERTY AND THE APOLLO STREET PROPERTY
CORRECTIVE ACTION PLAN

1.0 REMEDIAL ACTION OBJECTIVES

Texaco will complete supplemental characterization and investigation activities and implement corrective actions across the former Paragon Oil Terminal property and the Apollo Street Parcels (the Site as indicated on Attachment A to the Consent Order) to address the media of concern which includes phase-separated hydrocarbon (PSH), groundwater, soil, and soil vapor. The Remedial Action Objectives (RAO) consistent with DER-10 Appendix 4A and applicable to this site is as follows:

- Prevent contact with, or inhalation of, volatiles from contaminated groundwater.
- Restore groundwater to the extent practicable.
- Prevent the discharge of contaminants to surface water.
- Prevent the source of ground or surface water contamination.
- Prevent ingestion/direct contact with contaminated soil.
- Prevent inhalation of or exposure from contaminants volatilizing in the soil.
- Prevent migration of contaminants that would result in groundwater or surface water contamination.
- Mitigate impacts to public health resulting from existing, or the potential for, soil vapor intrusion into buildings at a site.

2.0 SITE CHARACTERIZATION AND SITE CONCEPTUAL MODEL

As a component of the work plan discussed in Section 5.0, Texaco will provide a well-defined Site Conceptual Model for the site as outlined in DER-10 Appendix 3D, Section 3.2.2.

3.0 INTERIM REMEDIAL MEASURES (IRMs)

A priority during investigation and remediation is to contain and stabilize, to the extent possible, sources of contamination identified in any media, to reduce or eliminate receptor exposure to contaminants, or to contain further movement of contaminants through any pathway. Actions taken to mitigate environmental or human exposures before the completion of the remedial investigation and appropriate remedial alternative selection are considered interim remedial measures (IRMs).

Texaco has completed the following IRMs at the former Paragon Oil terminal:

- Total fluids recovery and groundwater treatment system
- Installation of full-scale grout wall
- Creekside containment and absorbent boom deployment and maintenance
- Sealing of the Empire Merchants steel bulkhead seams with marine epoxy

Texaco has completed the following IRMs at the Apollo Street property:

- Total fluids recovery and groundwater treatment system
- Creekside containment and absorbent boom deployment and maintenance
- Concrete bulkhead resurfacing and creekside containment barrier construction

When the need for IRMs is identified, notifications and proposals consistent with DER-10 will be presented.

3.1 PSH and Groundwater (Landside)

One additional recovery well will be installed in 2009 on Bridgewater Street adjacent to the Paragon site. The need for the installation and operation of another recovery well on

Bridgewater Street adjacent to the Apollo Street property will be evaluated once the expanded 16 recovery well system is operational for 12 months.

The recovery of PSH and contaminated groundwater will be evaluated with respect to their ability to contribute to achieving the remedial action objectives consistent with the remedy selection guidance in DER-10 Appendix 4A and applicable to the site.

3.2 PSH and Groundwater (Creekside)

The performance of the current containment mechanisms and their future necessity will be evaluated when evaluating alternatives for the achievement of the remedial action objectives consistent with the remedy selection guidance in DER-10 and applicable to the site.

3.3 Soil and Soil Vapor

Several ongoing measures will be continued in order to monitor and mitigate any potential risks. The activities that have been, or are being, performed include the following:

- Biannual sampling and laboratory analysis of indoor air and outdoor ambient air.
- Sealing of floor seams in cracks in the warehouses across both properties will be periodically reviewed.
- Monthly inspection and preventive maintenance of all interior monitoring well caps and seals.
- Installation of additional precautionary vapor intrusion systems adjacent to the Paragon site 16 Bridgewater Street and 50 Bridgewater Street front offices, which is currently underway.
- Annual notifications of the subsurface impacts to the Paragon site property owner and the New York City Fire Department.

- The installation of a vapor-phase recovery component to the existing total fluids recovery system in the bulkhead area of the Paragon site and Apollo Street property.

The alternatives analysis for the soil and soil vapor in order to identify a site-wide selected remedy to meet the remedial action objectives will be consistent with the remedy selection criteria outlined in DER-10 Appendix 4A and applicable to the site.

4.0 SITE-WIDE CORRECTIVE ACTION ALTERNATIVES ANALYSIS

Texaco shall complete a Remedy Selection Alternatives Analysis Report (AAR) for the former Paragon site and the Apollo Street property. The corrective action alternatives analysis will address PSH, groundwater, soils, and soil vapor for both the former Paragon site and the Apollo Street property. Remedial alternatives, in conjunction with the current IRMs, will be evaluated for each media of concern consistent with the remedy selection guidance outlined in the NYSDEC DER-10 and applicable to the site and Spill Guidance Manual. Subject to information presented in the site conceptual model and future revisions, the AAR may address one or more media.

5.0 CORRECTIVE ACTION REPORTING AND SCHEDULE

Texaco shall complete and submit to the New York State Department of Environmental Conservation (NYSDEC) the following reports:

- A work plan presenting the protocols for the completion of the alternatives analyses and the collection of any supplemental characterization data. Four quarterly status reports per year presenting the progress of IRM operations and ongoing evaluations.
- Annually, a report presenting the overall performance of remediation systems and any applicable recommendations for upgrades or expansions. This report will be combined with the fourth quarter status report.
- An alternatives analysis report will be prepared for groundwater.

- An alternatives analysis report will be prepared for PSH.
- An alternatives analysis report will be prepared for soil.
- An alternatives analysis report will be prepared for soil vapor.

Texaco will also provide support, as requested, to the NYSDEC for preparation of materials to be presented by the NYSDEC at public meetings or open house meetings on the Greenpoint project.

The schedule for the submission of the above-mentioned reports is as follows:

- Work Plan ..... 90 days after execution of the amended consent order
- Quarterly Reports..... 30 days after the end of the reporting quarter
- Annual Report.....January 31 of each year

6.0 REMEDIAL IMPLEMENTATION

Texaco will implement the media-specific selected remedy presented in the alternatives analysis in order to achieve the remedial action objectives consistent with the guidelines presented in the DER-10 and applicable to the site.

7.0 OPERATION, MAINTENANCE, MONITORING, AND CLOSE-OUT

Texaco will design and implement an operation, maintenance, and monitoring (OM&M) program in accordance with the selected remedy, the remedial action objectives, and the guidelines outlined in DER-10 and applicable to the site. The initial OM&M plan will be submitted within 90 days following the completion of Phase II system upgrades and installation of the vapor-phase product recovery system.

8.0 APPLICABLE POLICIES AND PROCEDURES

The site is considered a "Petroleum Remediation" site under DER-10, and NYSDEC's decisions shall be in conformance with the NYSDEC's policies and procedures for petroleum spill investigations and remediation, including the guidance document known as DER-10, the NYSDEC's Spill Guidance Manual, and NYSDOH Guidance for Evaluating Vapor Intrusion in the State of New York.

EXHIBIT "C"

Cost Summary
for Past State Costs

EXHIBIT 1

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF ENVIRONMENTAL REMEDIATION

COST SUMMARY

SITE NAMES: **Former Paragon Oil Terminal (Peerless/Chevron) and Apollo Street Creek Parcels**
SITE NOS.: **S224083 and S224122**
TIME FRAMES: (DEC) **2/2005 - 3/18/09**
TIME FRAMES: (DOH) **2/2005 - 12/24/08**

COST CATEGORY	TOTAL AMOUNTS	Fmr. Paragon Oil Trm (Peerless/Chevron) S224083	Apollo Street Creek Parcels S224122	EXHIBIT NO.
DIRECT PERSONAL SERVICES	$87,206.63	$60,060.25	$27,146.38	
FRINGE	$40,115.31	$27,538.51	$12,576.80	
INDIRECT	$40,908.53	$27,914.96	$12,993.57	
PERSONAL SERVICES SUBTOTAL	$168,230.47	$115,513.72	$52,716.75	II.A & II.B
CONTRACTUAL	$476,082.95	$33,635.36	$442,447.59	III.A & III.B
TRAVEL	$0.00	$0.00	$0.00	
OTHER NPS	$0.00	$0.00	$0.00	
NON-PERSONAL SERVICES SUBTOTAL	$476,082.95	$33,635.36	$442,447.59	
DEC TOTAL	$644,313.42	$149,149.08	$495,164.34	
DOH TOTAL	$3,821.56	$1,577.35	$2,244.21	IV.A & IV.B
MINUS PREVIOUSLY REIMBURSED AMOUNT (IF APPLICABLE)	N/A	N/A	N/A	
DEC & DOH TOTAL	$648,134.98	$150,726.43	$497,408.55	
	N/A	N/A	N/A	
GRANDTOTAL	$648,134.98	$150,726.43	$497,408.55	

Approved By: A. Joseph Ricketts 5/13/09

EXHIBIT II, A

Cost Query - Ad Hoc

Criteria: Timecard Begin Date >= 3/24/2005 And Timecard End Date <= 3/18/2009 And Task Code = N819

Leave Charges: Included

Cost Indicator: Direct

Rate Type: Non-Federal

Print

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: N819 - S224083 PEERLESS IMPORTS														
2004/27	03/24/2005 - 04/06/2005	04/20/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	38.99	37.74	37.98	2.00	77.98
2005/1	04/07/2005 - 04/20/2005	05/04/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	37.19	109.36	113.12	6.50	261.74
2005/2	04/21/2005 - 05/04/2005	05/18/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.46	124.96	129.76	7.00	276.22
2005/3	05/05/2005 - 05/18/2005	06/01/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.84	288.38	298.30	16.00	637.44
2005/4	05/19/2005 - 06/01/2005	06/15/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	36.64	182.34	188.61	11.00	403.04
2005/5	06/02/2005 - 06/15/2005	06/29/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.46	44.63	46.16	2.50	98.65
2005/7	06/30/2005 - 07/13/2005	07/27/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.04	83.55	86.42	4.50	184.68
2005/8	07/14/2005 - 07/27/2005	08/10/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.63	390.60	404.04	21.25	863.39
2005/9	07/28/2005 - 08/10/2005	08/24/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.21	62.09	64.27	3.50	137.24
2005/10	08/11/2005 - 08/24/2005	09/07/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	37.08	33.55	34.70	2.00	74.16
2005/11	08/25/2005 - 09/07/2005	09/21/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.04	83.55	86.42	4.50	184.68
2005/12	09/08/2005 - 09/21/2005	10/05/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.76	184.40	190.74	10.00	407.60
2005/13	09/22/2005 - 10/05/2005	10/19/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.84	171.27	177.11	9.50	378.48
2005/14	10/06/2005 - 10/19/2005	11/02/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.97	198.91	205.75	11.00	439.67
2005/15	10/20/2005 - 11/02/2005	11/16/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.76	184.40	190.74	10.00	407.60
2005/16	11/03/2005 - 11/16/2005	11/30/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.04	129.97	134.44	7.00	287.28
2005/17	11/17/2005 - 11/30/2005	12/14/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.21	88.69	91.74	5.00	196.05
2005/18	12/01/2005 - 12/14/2005	12/28/2005	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	38.47	313.27	324.05	18.00	692.46
2005/19	12/15/2005 - 12/28/2005	01/11/2006	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.04	157.82	161.25	8.50	348.84
2005/20	12/29/2005 - 01/11/2006	01/25/2006	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.04	139.25	144.04	7.50	307.80
2005/21	01/12/2006 - 01/25/2006	02/08/2006	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	36.64	298.17	308.63	18.00	659.57
2005/22	01/26/2006 - 02/08/2006	02/22/2006	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	35.58	261.57	270.57	16.25	578.18
2005/23	02/09/2006 - 02/22/2006	03/08/2006	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.04	232.08	240.06	12.50	513.00
2005/24	02/23/2006 - 03/08/2006	03/22/2006	430221	L6	2005	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.71	341.13	353.07	19.00	754.49
2005/25	03/09/2006 - 03/22/2006	04/05/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.04	492.01	508.94	26.50	1,087.56
2005/26	03/23/2006 - 04/05/2006	04/19/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.58	407.36	421.38	22.75	900.45
2006/1	04/06/2006 - 04/19/2006	05/03/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.01	182.25	177.57	9.75	397.84
2006/2	04/20/2006 - 05/03/2006	05/17/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	38.63	331.81	321.28	18.75	724.31
2006/3	05/04/2006 - 05/17/2006	05/31/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.72	264.20	257.41	13.50	576.72
2006/4	05/18/2006 - 05/31/2006	06/14/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.70	205.09	199.82	11.00	447.70
2006/5	06/01/2006 - 06/14/2006	06/28/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.46	325.30	316.94	18.00	710.10
2006/6	06/15/2006 - 06/28/2006	07/12/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.01	300.47	292.74	15.25	655.90
2006/7	06/29/2006 - 07/12/2006	07/26/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.01	98.51	95.98	5.00	215.05
2006/8	07/13/2006 - 07/26/2006	08/09/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	38.98	406.24	395.80	22.75	886.80
2006/9	07/27/2006 - 08/09/2006	08/23/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.70	564.00	549.50	30.25	1,231.18
2006/10	08/10/2006 - 08/23/2006	09/06/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.30	397.74	387.03	20.50	867.15
2006/11	08/24/2006 - 09/06/2006	09/20/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.44	199.28	194.16	10.25	435.01
2006/12	09/07/2006 - 09/20/2006	10/04/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.16	173.82	169.35	9.00	379.44
2006/13	09/21/2006 - 10/04/2006	10/18/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.57	422.81	411.94	22.75	922.97
2006/14	10/05/2006 - 10/18/2006	11/01/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.01	354.65	345.53	18.00	774.18

2006/15	10/19/2006 - 11/01/2006	11/15/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.22	405.98	195.55	21.50	886.23
2006/16	11/02/2006 - 11/15/2006	11/29/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.32	420.21	409.41	27.75	917.28
2006/17	11/16/2006 - 11/29/2006	12/13/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.25	396.86	386.66	20.75	866.31
2006/18	11/30/2006 - 12/13/2006	12/27/2006	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.10	183.60	178.88	10.25	400.78
2006/19	12/14/2006 - 12/27/2006	01/10/2007	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.30	92.05	89.68	4.75	200.93
2006/20	12/28/2006 - 01/10/2007	01/24/2007	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.19	147.29	143.50	8.00	321.52
2006/21	01/11/2007 - 01/24/2007	02/07/2007	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.70	145.49	141.75	8.00	317.60
2006/22	01/25/2007 - 02/07/2007	02/21/2007	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	35.84	114.93	111.97	7.00	250.88
2006/23	02/08/2007 - 02/21/2007	03/07/2007	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.22	122.74	119.58	6.50	267.93
2006/24	02/22/2007 - 03/07/2007	03/21/2007	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	36.04	66.04	64.34	4.00	144.16
2006/25	03/08/2007 - 03/21/2007	04/04/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	38.74	141.97	138.32	8.00	309.92
2006/26	03/22/2007 - 04/04/2007	04/18/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.22	174.67	170.18	9.75	381.29
2007/1	04/05/2007 - 04/18/2007	05/02/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.98	123.97	120.22	6.00	263.88
2007/2	04/19/2007 - 05/02/2007	05/16/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.00	158.49	166.55	7.50	317.50
2007/3	05/03/2007 - 05/16/2007	05/30/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.28	304.86	290.17	15.00	649.70
2007/4	05/17/2007 - 05/30/2007	06/13/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.73	180.59	189.78	9.00	384.52
2007/5	05/31/2007 - 06/13/2007	06/27/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.00	211.32	222.07	10.00	450.00
2007/6	06/14/2007 - 06/27/2007	07/11/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.17	77.13	81.27	4.00	164.68
2007/7	06/28/2007 - 07/11/2007	07/25/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.15	84.81	89.12	4.00	180.60
2007/8	07/12/2007 - 07/25/2007	08/08/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.61	237.16	249.73	12.75	505.03
2007/9	07/26/2007 - 08/08/2007	08/22/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.15	254.43	267.37	12.00	541.80
2007/10	08/09/2007 - 08/22/2007	09/05/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	19.72	186.53	196.07	10.00	397.20
2007/11	08/23/2007 - 09/05/2007	09/19/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.84	247.05	259.62	12.00	526.08
2007/12	09/06/2007 - 09/19/2007	10/03/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.17	265.84	279.16	13.75	566.09
2007/13	09/20/2007 - 10/03/2007	10/17/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.20	118.90	124.95	6.00	253.20
2007/14	10/04/2007 - 10/17/2007	10/31/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	38.59	163.10	171.40	9.00	347.31
2007/15	10/18/2007 - 10/31/2007	11/14/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.17	116.00	121.90	6.00	247.07
2007/16	11/01/2007 - 11/14/2007	11/28/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	44.85	189.55	199.20	9.00	403.65
2007/17	11/15/2007 - 11/28/2007	12/12/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.68	157.60	165.67	8.25	335.61
2007/18	11/29/2007 - 12/12/2007	12/26/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.15	159.02	167.11	7.50	338.63
2007/19	12/13/2007 - 12/26/2007	01/09/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.15	84.81	89.12	4.00	180.60
2007/20	12/27/2007 - 01/09/2008	01/23/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.30	126.06	132.48	6.50	268.45
2007/21	01/10/2008 - 01/23/2008	02/06/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	44.12	196.84	206.84	9.50	419.14
2007/22	01/24/2008 - 02/06/2008	02/20/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.07	79.02	83.04	4.00	168.28
2007/23	02/07/2008 - 02/20/2008	03/05/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	44.85	284.33	298.80	13.50	605.48
2007/24	02/21/2008 - 03/05/2008	03/19/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.00	212.02	222.81	10.50	451.50
2007/25	03/06/2008 - 03/19/2008	04/07/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.55	146.34	153.79	7.50	311.63
2007/26	03/20/2008 - 04/02/2008	04/16/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.55	234.14	246.05	12.00	498.60
2008/1	04/03/2008 - 04/16/2008	04/30/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.03	107.11	109.15	5.00	235.15
2008/2	04/17/2008 - 04/30/2008	05/14/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.03	128.53	130.98	6.00	282.18
2008/3	05/01/2008 - 05/14/2008	05/28/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.41	169.12	172.33	8.00	371.28
2008/4	05/15/2008 - 05/28/2008	06/11/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.66	421.16	429.17	20.25	924.62
2008/5	05/29/2008 - 06/11/2008	06/25/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.03	171.38	174.64	8.00	376.74
2008/6	06/12/2008 - 06/25/2008	07/09/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.73	45.30	46.16	2.00	99.46
2008/8	07/10/2008 - 07/23/2008	08/06/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.82	326.73	332.94	15.00	717.30
2008/9	07/24/2008 - 08/06/2008	08/20/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.07	460.97	469.73	21.50	1,012.01
2008/10	08/07/2008 - 08/20/2008	09/03/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	244.29	248.94	10.75	536.32
2008/11	08/21/2008 - 09/03/2008	09/17/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	113.62	115.78	5.00	249.45
2008/12	09/04/2008 - 09/17/2008	10/01/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.73	101.94	103.88	4.50	223.79
2008/13	09/18/2008 - 10/01/2008	10/15/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.56	101.59	103.52	4.50	223.02
2008/14	10/02/2008 - 10/15/2008	10/29/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.73	152.90	155.81	6.75	335.68
2008/15	10/16/2008 - 10/29/2008	11/12/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.73	169.89	173.12	7.50	372.98

2008/16	10/30/2008	11/12/2008	11/26/2008	430221	16	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	164.75	167.88	7.25	361.70
2008/17	11/13/2008	11/26/2008	12/10/2008	430221	16	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.92	85.49	87.11	4.00	187.68
2008/18	11/27/2008	12/10/2008	12/24/2008	430221	16	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.97	76.48	77.93	3.50	167.90
2008/19	12/11/2008	12/24/2008	01/07/2009	430221	16	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.73	113.26	115.41	5.00	248.65
2008/20	12/25/2008	01/07/2009	01/21/2009	430221	16	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	45.45	46.31	2.00	99.78
2008/21	01/08/2009	01/21/2009	02/04/2009	430221	16	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.40	146.26	149.04	6.50	321.10
2008/22	01/22/2009	02/04/2009	02/18/2009	430221	16	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.87	130.69	133.18	6.00	286.92
2008/23	02/05/2009	02/18/2009	03/04/2009	430221	16	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	181.80	185.76	8.00	399.12
2008/24	02/19/2009	03/04/2009	03/18/2009	430221	16	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	48.78	151.94	156.87	7.00	337.96
2007/8	07/12/2007	07/25/2007	08/08/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	65.79	30.66	32.22	1.00	65.79
2007/9	07/26/2007	08/08/2007	08/22/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	65.92	77.38	81.33	2.50	164.80
2007/10	08/09/2007	08/22/2007	09/05/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	65.71	38.57	40.53	1.25	82.14
2007/11	08/23/2007	09/05/2007	09/19/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	67.01	47.20	49.60	1.50	100.52
2007/12	09/06/2007	09/19/2007	10/03/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	64.87	60.93	64.03	2.00	129.74
2007/13	09/20/2007	10/03/2007	10/17/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	62.47	66.01	69.37	2.25	140.56
2007/14	10/04/2007	10/17/2007	10/31/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	60.25	205.13	215.56	7.25	436.81
2007/16	11/01/2007	11/14/2007	11/28/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	64.46	30.27	31.81	1.00	64.46
2007/17	11/15/2007	11/28/2007	12/12/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	59.70	13.90	14.61	0.50	29.80
2007/18	11/29/2007	12/12/2007	12/26/2007	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	67.09	43.74	45.96	1.50	93.14
2007/19	12/13/2007	12/26/2007	01/09/2008	430221	16	2007	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	62.67	22.07	23.19	0.75	47.00
2008/4	05/15/2008	05/28/2008	06/11/2008	430221	16	2008	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	64.22	280.06	285.38	9.50	614.84
2007/14	10/04/2007	10/17/2007	10/31/2007	430116	16	2007	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	38.90	18.27	19.20	1.00	38.90
2008/2	04/17/2008	04/30/2008	05/14/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	38.14	8.69	8.85	0.50	19.07
2008/4	05/15/2008	05/28/2008	06/11/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	38.25	87.11	88.77	5.00	191.25
2008/7	06/26/2008	07/09/2008	07/23/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	43.57	9.91	10.10	0.50	21.76
2008/8	07/10/2008	07/23/2008	08/06/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	43.25	9.85	10.04	0.50	21.63
2008/9	07/24/2008	08/06/2008	08/20/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	42.58	237.59	242.11	12.25	521.61
2008/10	08/07/2008	08/20/2008	09/03/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	43.93	20.01	20.39	1.00	43.93
2008/11	08/21/2008	09/03/2008	09/17/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	43.79	79.79	81.30	4.00	175.16
2008/13	09/18/2008	10/01/2008	10/15/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	44.64	10.17	10.36	0.50	22.32
2008/14	10/02/2008	10/15/2008	10/29/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	45.72	31.24	31.83	1.50	68.58
2008/15	10/16/2008	10/29/2008	11/12/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	46.97	181.66	185.12	8.50	398.82
2008/17	11/13/2008	11/26/2008	12/10/2008	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	45.14	41.12	41.90	2.00	90.28
2008/19	12/11/2008	12/24/2008	01/07/2009	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	46.77	42.61	43.42	2.00	93.54
2008/20	12/25/2008	01/07/2009	01/21/2009	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	47.55	43.32	44.14	2.00	95.10
2008/21	01/08/2009	01/21/2009	02/04/2009	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	46.97	235.09	239.56	11.00	516.17
2008/22	01/22/2009	02/04/2009	02/18/2009	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	42.84	19.03	19.77	2.00	85.68
2008/23	02/05/2009	02/18/2009	03/04/2009	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	47.08	21.44	21.85	1.00	47.08
2008/24	02/19/2009	03/04/2009	03/18/2009	430182	16	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	46.92	42.74	43.56	2.00	93.84
2006/3	05/04/2006	05/17/2006	05/31/2006	430221	16	2006	Pelton, Jason	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	30.40	62.67	61.06	4.50	136.80
2006/5	06/01/2006	06/14/2006	06/28/2006	430221	16	2006	Pelton, Jason	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	30.02	99.71	97.14	7.25	217.65
2006/8	07/13/2006	07/26/2006	08/09/2006	430221	16	2006	Pelton, Jason	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	30.98	159.66	155.56	11.25	348.53
2006/9	07/27/2006	08/09/2006	08/23/2006	430221	16	2006	Pelton, Jason	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	28.19	64.57	62.91	5.00	140.95
2006/10	08/10/2006	08/23/2006	09/06/2006	430221	16	2006	Pelton, Jason	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	32.11	22.22	21.65	1.50	48.50
2006/12	09/07/2006	09/20/2006	10/04/2006	430221	16	2006	Pelton, Jason	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	29.17	53.36	51.99	4.00	116.68
2006/15	10/19/2006	11/01/2006	11/15/2006	430221	16	2006	Pelton, Jason	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	29.64	61.10	59.53	4.50	133.38
2005/3	05/05/2005	05/18/2005	06/01/2005	430221	16	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	51.86	93.85	97.08	4.00	207.44
2005/4	05/19/2005	06/01/2005	06/15/2005	430221	16	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	50.24	22.73	23.61	1.00	50.24
2005/5	06/02/2005	06/15/2005	06/29/2005	430221	16	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	50.88	80.56	83.33	3.50	178.08
2005/6	06/16/2005	06/29/2005	07/13/2005	430221	16	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	48.13	10.89	11.26	0.50	24.07
2005/7	06/30/2005	07/13/2005	07/27/2005	430221	16	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	52.54	59.42	61.47	2.50	131.35
2005/8	07/14/2005	07/27/2005	08/10/2005	430221	16	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	52.32	71.08	73.57	1.00	157.11

2005/10	08/11/2005 - 08/24/2005	09/07/2005	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	52.88	23.93	24.74	1.00	52.88
2005/11	08/25/2005 - 09/07/2005	09/21/2005	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	50.88	23.02	23.81	1.00	50.88
2005/13	09/22/2005 - 10/05/2005	10/19/2005	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	51.86	23.46	24.27	1.00	51.86
2005/14	10/06/2005 - 10/19/2005	11/02/2005	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	48.42	87.62	90.63	4.00	193.68
2005/15	10/20/2005 - 11/02/2005	11/16/2005	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	52.54	71.31	73.76	3.00	157.62
2005/16	11/03/2005 - 11/16/2005	11/30/2005	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	53.06	96.07	99.37	4.00	212.24
2005/18	12/01/2005 - 12/14/2005	12/28/2005	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	53.06	24.00	24.83	1.00	53.06
2005/20	12/29/2005 - 01/11/2006	01/25/2006	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	53.06	60.01	62.08	2.50	132.65
2005/21	01/12/2006 - 01/25/2006	02/08/2006	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	47.47	150.17	155.34	7.00	331.94
2005/22	01/26/2006 - 02/08/2006	02/22/2006	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	52.37	23.69	24.51	1.00	52.37
2005/23	02/09/2006 - 02/22/2006	03/08/2006	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	52.71	95.38	98.66	4.00	210.84
2005/24	02/23/2006 - 03/08/2006	03/22/2006	430221	L6	2005	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	53.41	72.49	74.98	3.00	160.23
2005/25	03/09/2006 - 03/22/2006	04/05/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	48.42	164.25	169.94	7.50	363.15
2005/26	03/23/2006 - 04/05/2006	04/19/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	53.59	24.24	25.08	1.00	53.59
2006/1	04/06/2006 - 04/19/2006	05/03/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	53.35	24.44	25.81	1.00	53.35
2006/2	04/20/2006 - 05/03/2006	05/17/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	47.27	313.99	305.92	14.50	685.42
2006/3	05/04/2006 - 05/17/2006	05/31/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	54.94	125.84	122.61	5.00	274.70
2006/4	05/18/2006 - 05/31/2006	06/14/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	55.12	25.25	24.60	1.00	55.12
2006/5	06/01/2006 - 06/14/2006	06/28/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	49.98	183.17	178.46	8.00	399.84
2006/6	06/15/2006 - 06/28/2006	07/12/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	49.38	101.79	99.18	4.50	222.21
2006/7	06/29/2006 - 07/12/2006	07/26/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	47.87	43.81	42.69	2.00	95.64
2006/8	07/13/2006 - 07/26/2006	08/09/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	50.59	254.91	248.38	11.00	556.49
2006/9	07/27/2006 - 08/09/2006	08/23/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	55.31	481.41	469.04	19.00	1,050.89
2006/12	09/07/2006 - 09/20/2006	10/04/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	52.51	48.11	46.87	2.00	105.02
2006/13	09/21/2006 - 10/04/2006	10/18/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	50.28	145.22	145.87	6.50	326.87
2006/14	10/05/2006 - 10/18/2006	11/01/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	55.31	50.68	49.37	2.00	110.62
2006/15	10/19/2006 - 11/01/2006	11/15/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	55.31	152.03	148.12	6.00	331.86
2006/16	11/02/2006 - 11/15/2006	11/29/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	53.01	97.14	94.64	4.00	212.04
2006/17	11/16/2006 - 11/29/2006	12/13/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	52.67	108.58	105.79	4.50	237.02
2006/18	11/30/2006 - 12/13/2006	12/27/2006	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	54.58	125.02	121.80	5.00	272.90
2006/19	12/14/2006 - 12/27/2006	01/10/2007	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	54.76	50.17	48.88	2.00	109.52
2006/20	12/28/2006 - 01/10/2007	01/24/2007	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	54.05	24.76	24.12	1.00	54.05
2006/21	01/11/2007 - 01/24/2007	02/07/2007	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	54.94	25.17	24.52	1.00	54.94
2006/22	01/25/2007 - 02/07/2007	02/21/2007	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	51.87	24.68	24.04	1.00	53.87
2006/24	02/22/2007 - 03/07/2007	03/21/2007	430221	L6	2006	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	49.23	45.19	43.94	2.00	98.46
2006/25	03/08/2007 - 03/21/2007	04/04/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	50.43	23.10	22.51	1.00	50.43
2007/1	04/05/2007 - 04/18/2007	05/02/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	51.96	48.80	51.28	2.00	103.92
2007/2	04/19/2007 - 05/02/2007	05/16/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	47.97	22.54	23.67	1.00	47.97
2007/4	05/17/2007 - 05/30/2007	06/13/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	53.10	24.94	26.21	1.00	53.10
2007/8	07/12/2007 - 07/25/2007	08/08/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	55.55	156.57	164.48	6.00	333.30
2007/9	07/26/2007 - 08/08/2007	08/22/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	56.10	52.69	55.37	2.00	112.20
2007/11	08/23/2007 - 09/05/2007	09/19/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	50.86	23.88	25.10	1.00	50.86
2007/12	09/06/2007 - 09/19/2007	10/03/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	54.47	25.58	26.88	1.00	54.47
2007/14	10/04/2007 - 10/17/2007	10/31/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	52.77	24.78	26.04	1.00	52.77
2007/19	12/13/2007 - 12/26/2007	01/09/2008	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	55.97	26.26	27.60	1.00	55.97
2007/21	01/10/2008 - 01/23/2008	02/06/2008	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	55.01	25.83	27.15	1.00	55.01
2007/23	02/07/2008 - 02/20/2008	03/05/2008	430221	L6	2007	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	51.48	48.35	50.81	2.00	102.96
2008/6	06/12/2008 - 06/25/2008	07/09/2008	430221	L6	2008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	56.17	51.35	52.83	2.00	112.74
2008/10	08/07/2008 - 08/20/2008	09/03/2008	430221	L6	2008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	57.80	131.84	134.14	5.00	289.00
2008/12	09/04/2008 - 09/17/2008	10/01/2008	430221	L6	2008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	80.30	82.40	83.97	3.00	180.90
2008/15	10/16/2008 - 10/29/2008	11/12/2008	430221	L6	2008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	58.16	159.56	162.53	6.00	350.16
2008/16	10/30/2008 - 11/12/2008	11/26/2008	430221	L6	2008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	58.16	53.17	54.18	2.00	116.32

2008/17	11/13/2008 - 11/26/2008	12/30/2008	430271	Lb	/008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.50	82.67	84.24	3.00	181.50
/008/24	02/19/2009 - 03/04/2009	03/18/2009	430271	16	/008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.50	55.12	56.16	2.00	121.00
										Task N819 Sub Total:		27,538.51	27,914.96	1,368.25	60,060.25
										Report Total:		27,538.51	27,914.96	1,368.25	60,060.25

Jump to Employee: All | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z

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EXHIBIT II .B

Cost Query - Ad Hoc

Criteria: Timecard Begin Date >= 3/24/2005 And Timecard End Date <= 3/18/2009 And Task Code = 62494
Leave Charges: Included
Cost Indicator: Direct
Rate Type: Non-Federal
Print

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: 62494 - S224122 APOLLO STREET CREEK PARCELS														
2006/23	02/08/2007 - 02/21/2007	03/07/2007	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.22	207.71	207.37	11.00	454.42
2006/24	02/22/2007 - 03/07/2007	03/21/2007	430221	L6	2006	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	36.04	148.59	144.77	9.00	329.36
2006/25	03/08/2007 - 03/21/2007	04/04/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	38.74	283.95	276.65	16.00	619.84
2006/26	03/22/2007 - 04/04/2007	04/18/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.22	136.90	121.18	7.25	298.85
2007/1	04/05/2007 - 04/18/2007	05/02/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.98	197.41	412.17	19.00	835.62
2007/2	04/19/2007 - 05/02/2007	05/16/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.00	253.58	266.48	12.00	540.00
2007/3	05/03/2007 - 05/16/2007	05/30/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.28	264.22	277.66	13.00	567.64
2007/4	05/17/2007 - 05/30/2007	06/13/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.73	290.96	305.76	14.50	619.59
2007/5	05/31/2007 - 06/13/2007	06/27/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.00	232.45	244.28	11.00	495.00
2007/6	06/14/2007 - 06/27/2007	07/11/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.17	110.50	117.14	6.75	277.90
2007/7	06/28/2007 - 07/11/2007	07/25/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.15	180.22	189.39	8.50	383.78
2007/8	07/12/2007 - 07/25/2007	08/08/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	19.61	413.87	434.92	22.25	881.32
2007/9	07/26/2007 - 08/08/2007	08/22/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.15	169.62	178.25	8.00	361.20
2007/10	08/09/2007 - 08/22/2007	09/05/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	39.72	368.39	387.13	19.75	784.47
2007/11	08/23/2007 - 09/05/2007	09/19/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.84	288.22	302.88	14.00	613.76
2007/12	09/06/2007 - 09/19/2007	10/03/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.17	212.67	223.49	11.00	452.87
2007/13	09/20/2007 - 10/03/2007	10/17/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.20	178.35	187.41	9.00	379.80
2007/14	10/04/2007 - 10/17/2007	10/31/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	18.59	271.87	285.66	15.00	578.85
2007/15	10/18/2007 - 10/31/2007	11/14/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.17	125.67	132.06	6.50	267.61
2007/16	11/01/2007 - 11/14/2007	11/28/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	44.85	168.49	177.06	8.00	358.80
2007/17	11/15/2007 - 11/28/2007	12/12/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	40.68	176.71	185.70	9.25	376.29
2007/18	11/29/2007 - 12/12/2007	12/26/2007	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.15	212.02	222.81	10.00	451.50
2007/19	12/13/2007 - 12/26/2007	01/09/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.15	212.02	222.81	10.00	451.50
2007/20	12/27/2007 - 01/09/2008	01/23/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.30	281.22	295.51	14.50	598.85
2007/21	01/10/2008 - 01/23/2008	02/06/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	44.13	196.84	206.84	9.50	419.14
2007/22	01/24/2008 - 02/06/2008	02/20/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	42.03	79.00	83.04	4.00	168.28
2007/23	02/07/2008 - 02/20/2008	03/05/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	44.85	252.74	265.60	12.00	538.20
2007/24	02/21/2008 - 03/05/2008	03/19/2008	430221	L6	2007	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	43.00	217.07	228.13	10.75	462.25
2007/25	03/06/2008 - 03/19/2008	04/02/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.55	214.81	225.55	11.00	457.05
2007/26	03/20/2008 - 04/02/2008	04/16/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	41.55	580.48	610.01	29.75	1,236.11
2008/1	04/03/2008 - 04/16/2008	04/30/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.01	149.98	152.81	7.00	329.21
2008/2	04/17/2008 - 04/30/2008	05/14/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.01	192.80	196.46	9.00	423.27
2008/3	05/01/2008 - 05/14/2008	05/28/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.41	274.82	280.04	13.00	603.33
2008/4	05/15/2008 - 05/28/2008	06/11/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	45.66	202.78	206.64	9.75	445.19
2008/5	05/29/2008 - 06/11/2008	06/25/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.03	224.94	229.21	10.50	493.82
2008/6	06/12/2008 - 06/25/2008	07/09/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.71	90.61	92.33	4.00	198.92
2008/8	07/10/2008 - 07/23/2008	08/06/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.82	87.13	88.78	4.00	191.28
2008/9	07/24/2008 - 08/06/2008	08/20/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.07	75.04	76.47	3.50	164.75
2008/10	08/07/2008 - 08/20/2008	09/03/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	159.07	162.10	7.00	349.23
2008/11	08/21/2008 - 09/03/2008	09/17/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	68.17	69.47	3.00	149.67

2008/13	09/04/2008	09/17/2008	10/01/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.73	158.56	161.58	7.00	348.11
2008/13	09/18/2008	10/01/2008	10/15/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.86	158.07	161.03	7.00	346.92
2008/14	10/02/2008	10/15/2008	10/29/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.73	260.50	265.45	11.50	571.90
2008/15	10/16/2008	10/29/2008	11/12/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.73	271.87	276.99	12.00	596.76
2008/16	10/30/2008	11/12/2008	11/26/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	159.07	162.10	7.00	349.23
2008/17	11/13/2008	11/26/2008	12/10/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	46.92	85.49	87.11	4.00	187.68
2008/18	11/27/2008	12/10/2008	12/24/2008	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.97	152.95	155.86	7.00	335.79
2008/19	12/11/2008	12/24/2008	01/07/2009	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.73	158.56	161.58	7.00	348.11
2008/20	12/25/2008	01/07/2009	01/21/2009	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	68.17	69.47	4.00	149.67
2008/21	01/08/2009	01/21/2009	02/04/2009	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.40	174.19	177.70	7.75	382.85
2008/22	01/22/2009	02/04/2009	02/18/2009	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	47.82	152.47	155.37	7.00	334.74
2008/23	02/05/2009	02/18/2009	03/04/2009	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	49.89	96.58	98.42	4.25	212.03
2008/24	02/19/2009	03/04/2009	03/18/2009	430221	L6	2008	Hampston, Edward	ENVIRNL ENGINEER 2	615127	Central Office - 625 Broadway	48.28	131.95	134.46	6.00	289.68
2008/14	10/02/2008	10/15/2008	10/29/2008	430221	L6	2008	Harrington, James	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	58.74	66.89	68.16	2.50	146.85
2008/14	10/02/2008	10/15/2008	10/29/2008	430221	L6	2008	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	69.97	61.74	64.95	2.00	139.94
2008/15	10/16/2008	10/29/2008	11/12/2008	430221	L6	2008	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	69.37	363.12	370.07	11.50	797.18
2008/16	10/30/2008	11/12/2008	11/26/2008	430221	L6	2008	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	69.54	15.84	16.14	0.50	34.77
2008/21	01/08/2009	01/21/2009	02/04/2009	430221	L6	2008	Knizek, Robert	ENVIRNL ENGINEER 4	615127	Central Office - 625 Broadway	69.12	47.36	48.26	1.50	103.98
2007/14	10/04/2007	10/17/2007	10/31/2007	430116	L6	2007	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	38.90	18.27	19.20	1.00	38.90
2008/4	05/15/2008	05/28/2008	06/11/2008	430182	L6	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	38.25	52.27	53.26	3.00	114.75
2008/14	10/02/2008	10/15/2008	10/29/2008	430182	L6	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	45.72	62.48	63.67	3.00	137.16
2008/15	10/16/2008	10/29/2008	11/12/2008	430182	L6	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	46.92	106.86	108.89	5.00	234.60
2008/19	12/11/2008	12/24/2008	01/07/2009	430182	L6	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	46.77	10.65	10.86	0.50	23.39
2008/22	01/22/2009	02/04/2009	02/18/2009	430182	L6	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	47.84	19.51	19.88	1.00	47.84
2008/23	02/05/2009	02/18/2009	03/04/2009	430182	L6	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	47.08	10.72	10.93	0.50	23.54
2008/24	02/19/2009	03/04/2009	03/18/2009	430182	L6	2008	MICHAELS, ALAN	SENR ATTORNEY	615127	Central Office - 625 Broadway	46.92	10.69	10.89	0.50	23.46
2006/13	02/08/2007	02/21/2007	03/07/2007	430221	L6	2006	Pelton, Jason	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	25.05	28.69	27.95	2.50	62.63
2008/14	10/02/2008	10/15/2008	10/29/2008	430221	L6	2008	Swartwout Jr, John	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	58.93	53.69	54.71	7.00	117.86
2006/13	02/08/2007	02/21/2007	03/07/2007	430221	L6	2006	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	54.40	74.76	72.84	1.00	163.20
2006/14	02/22/2007	03/07/2007	03/21/2007	430221	L6	2006	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	49.23	45.10	43.94	2.00	98.46
2007/1	04/05/2007	04/18/2007	05/02/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	51.96	158.60	166.67	6.50	337.74
2007/4	05/17/2007	05/30/2007	06/13/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	53.10	24.94	26.21	1.00	53.10
2007/8	07/17/2007	07/25/2007	08/08/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	55.55	26.09	27.41	1.00	55.55
2007/11	08/21/2007	09/05/2007	09/19/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	50.86	23.88	25.10	1.00	50.86
2007/14	10/04/2007	10/17/2007	10/31/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	52.77	24.78	26.04	1.00	52.77
2007/16	11/01/2007	11/14/2007	11/28/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	56.29	79.30	81.14	3.00	168.87
2007/18	11/29/2007	12/12/2007	12/26/2007	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	56.10	26.34	27.68	1.00	56.10
2007/20	12/27/2007	01/09/2008	01/23/2008	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	55.37	6.50	6.83	0.25	13.84
2007/21	01/10/2008	01/23/2008	02/06/2008	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	55.01	25.83	27.15	1.00	55.01
2007/22	01/24/2008	02/06/2008	02/20/2008	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	50.71	71.44	75.07	3.00	152.13
2007/23	02/07/2008	02/20/2008	03/05/2008	430221	L6	2007	White, A	ENVIRNL ENGINEER 1	615127	Central Office - 625 Broadway	51.48	24.18	25.41	1.00	51.48
2008/10	08/07/2008	08/20/2008	09/03/2008	430221	L6	2008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	57.80	52.66	53.66	2.00	115.60
2008/14	10/02/2008	10/15/2008	10/29/2008	430221	L6	2008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.50	110.23	112.33	4.00	242.00
2008/15	10/16/2008	10/29/2008	11/12/2008	430221	L6	2008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	58.36	79.75	81.27	3.00	175.08
2008/21	01/08/2009	01/21/2009	02/04/2009	430221	L6	2008	White, A	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.50	96.45	98.28	3.50	211.75
												Task 62494 Sub Total:	12,576.80	12,994.57	597.75	27,146.38
												Report Total:	12,576.80	12,994.57	597.75	27,146.38

Jump to Employee: All | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z

New York State Department of Environmental Conservation
Division of Environmental Remediation

Greenpoint Petroleum Remediation Project
Cost Summary
Exhibit III. A and B
Approved Payment Applications as of 3/18/09

	Description	Initial W.A. ***4435-18***	Single Source ***6794-01***	OGS ***PS59746***	Empire Varnish ***4435-18***	Total as of 3/18/09
Task 1	PMWP	$ 29,498.15	$ 31,363.54	$ -	$ -	$ 60,861.69
Task 2	Access/Public Outreach	$ 52,139.70	$ -	$ -	$ -	$ 52,139.70
Task 3	VI Field Effort	$ 298,136.77	$ -	$ 56,975.56	$ -	$ 355,112.33
Task 4	Reporting	$ 40,217.71	$ 5,570.17	$ -	$ -	$ 45,787.88
Task 5	Split Sampling	$ 126,137.43	$ 17,205.38	$ 66,969.67	$ -	$ 210,312.48
Task 1b	Apollo Street PMWP	$ 45,862.03	$ -	$ -	$ -	$ 45,862.03
Task 6	Apollo Street RI	$ 248,617.42	$ 6,585.82	$ 32,058.21	$ -	$ 287,261.45
Task 7	Apollo Street FS	$ 91,910.20	$ 17,413.91	$ -	$ -	$ 109,324.11
Task 8	Ambient Air Sampling	$ 18,340.06	$ -	$ 17,805.89	$ -	$ 36,145.95
Task 9	Empire Varnish Oversight	$ 10,404.62	$ -	$ -	$ 29,386.12	$ 39,790.74
Task 10	RI/RA Oversight Activities	$ 13,100.27	$ 76,123.63	$ 105,200.13	$ -	$ 194,424.03
Task 11	Technical Support	$ -	$ 54,245.41	$ -	$ -	$ 54,245.41
Task 12	Citizen Participation	$ -	$ 6,573.48	$ -	$ -	$ 6,573.48
Task 13	Data Analysis	$ -	$ 51,653.92	$ -	$ -	$ 51,653.92
		$ 974,364.36	$ 266,735.26	$ 279,009.46	$ 29,386.12	$ 1,549,495.20

Task 1b	Apollo Street PMWP	$	45,862.03
Task 6	Apollo Street RI	$	287,261.45
Task 7	Apollo Street FS	$	109,324.11
Total	Apollo Street Creek Parcels	**$**	**442,447.59**

Exhibit III. B

Task 10	RI/RA Oversight Activities	$	194,424.03
	Fmr. Paragon Terminal Allocation	$	33,635.36
Total	Former Paragon Terminal	**$**	**33,635.36**

Includes ExxonMobil Terminal and Offsite, BP Terminal, and Former Paragon Terminal
17.3% of Task 10 Activities based on oversight hours and analytical

Exhibit III. A

EXHIBIT IV-A

New York State Department of Health
Cost Recovery
Peerless Imports
(S224083)

Fiscal Year	Personal Service	State Fringe	Indirect*
FY 08/09	$908.32	$413.74	$255.29
FY 07/08	$0.00	$0.00	$0.00
FY 06/07	$0.00	$0.00	$0.00
FY 05/06	$0.00	$0.00	$0.00

Total Personal Service, Fringe and Indirect:	$1,577.35
Travel Costs:	$0.00
Laboratory Costs:	$0.00
Total Costs	**$1,577.35**

Fringe and Indirect Rates are as follows:

Fiscal Year	State Fringe rate	Indirect rate	Federal Fringe rate
FY 08/09	45.55%	19.70%	42.67%
FY 07/08	46.96%	20.20%	45.53%
FY 06/07	45.81%	20.30%	43.34%
FY 05/06	45.24%	20.10%	45.03%

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

New York State Department of Health
CEH Leave and Accrual Tracking Report
Site Cost Recovery Report Ordered by Pay End Date
(S224083) PEERLESS IMPORTS
For the period February 1, 2005 thru December 24, 2008

Fiscal Year	Pay End Date	Hours	Rate	Amount	Employee	Title
2008	08/06/2008	5.50	$48.01	$264.06	Hettrick, Dawn	SENR SANI ENGR
2008	10/01/2008	1.00	$54.83	$54.83	Hettrick, Dawn	SENR SANI ENGR
2008	10/15/2008	9.25	$54.83	$507.18	Hettrick, Dawn	SENR SANI ENGR
2008	10/29/2008	1.50	$54.83	$82.25	Hettrick, Dawn	SENR SANI ENGR
Total Hours and Cost		17.25		$908.32		
Total Entire Period		17.25		$908.32		

EXHIBIT IV.6

New York State Department of Health
Cost Recovery
Apollo Street Spill
(S224122)

Fiscal Year	Personal Service	State Fringe	Indirect*
FY 08/09	$1,218.30	$554.94	$342.42
FY 07/08	$72.89	$34.23	$21.43
FY 06/07	$0.00	$0.00	$0.00
FY 05/06	$0.00	$0.00	$0.00

Total Personal Service, Fringe and Indirect:	$2,244.21
Travel Costs:	$0.00
Laboratory Costs:	$0.00
Total Costs	**$2,244.21**

Fringe and Indirect Rates are as follows:

Fiscal Year	State Fringe rate	ndirect rate	Federal Fringe rate
FY 08/09	45.55%	19.70%	42.67%
FY 07/08	46.96%	20.20%	45.53%
FY 06/07	45.81%	20.30%	43.34%
FY 05/06	45.24%	20.10%	45.03%

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

New York State Department of Health
CEH Leave and Accrual Tracking Report
Site Cost Recovery Report Ordered by Pay End Date
(S224122) APOLLO STREET SPILL
For the period February 1, 2005 thru December 24, 2008

Fiscal Year	Pay End Date	Hours	Rate	Amount	Employee	Title
2007	04/02/2008	1.50	$48.59	$72.89	Hettrick, Dawn	SENR SANI ENGR
Total Hours and Cost		1.50		$72.89		
2008	05/14/2008	15.00	$33.59	$503.85	Doroski, Christopher M	PUBLIC H SP 2 ENVIRM
2008	05/28/2008	10.00	$33.59	$335.90	Doroski, Christopher M	PUBLIC H SP 2 ENVIRM
2008	05/28/2008	.50	$23.78	$11.89	McBride, Cathleen R	KEYBOARD SPEC 2
2008	07/23/2008	7.50	$48.01	$360.08	Hettrick, Dawn	SENR SANI ENGR
2008	08/20/2008	.25	$26.32	$6.58	Radliff, Patricia J	AGENCY PRGM AIDE
Total Hours and Cost		33.25		$1,218.30		
Total Entire Period		34.75		$1,291.19		

From: Alan Michaels
To: Jerry W. Ross
CC: Dan Toal; Gesele (GMCQ) Harris; joseph.t.walsh@exxonmobil.com; Larry ...
Date: 5/14/2009 1:51 PM
Subject: Re: FW: DEC Past Costs
Attachments: Alan Michaels1.vcf

I confirm that I concur with Ed's e-mail below.

Alan

>>> "Ross, Jerry W." <jerry.ross@pillsburylaw.com> 5/14/2009 1:49 PM >>>
Alan,
Please confirm that you concur with Ed's e-mail below and we will send you the executed signature page to the amended consent order today. An e-mail response will be sufficient.

-----Original Message-----
From: Edward Hampston [mailto:exhampst@gw.dec.state.ny.us]
Sent: Wednesday, May 13, 2009 1:15 PM
To: Peter J. Cagnetta
Cc: Gesele (GMCQ) Harris; Neil (NEJF) Fletcher; Joseph White; Alan Michaels; Ross, Jerry W.
Subject: Re: DEC Past Costs

The Department is agreeable to a $648,134.98 cost recovery as a modification to the Exhibit 1 (Exhibit I) page of the Order on Consent Exhibit C. This reflects an adjustment to the factor used to calculate the Task 10 oversight costs attributable to the Paragon Oil Terminal contractual activities (adjustment from 24%+/- to 17%+/-) under Task 10. My supervisor and myself are of the opinion that this change is reasonable and acceptable to the Department.

The New York State Department of Environmental Conservation confirms that all of the past costs that are the subject of this Exhibit C to the Amended Order on Consent (Current Case No. D2-1111-01-09AM) (the "Order") pertain to only the Sites as depicted in Exhibit A to the Order.

The Department will attach this email to Exhibit C of the Amended Order to indicate revisions to this section, and replace Exhibit 1 and III.A and III.B with the attached PDF pages.

>>> "Cagnetta, Peter J." <PETER.J.CAGNETTA@saic.com> 5/12/2009 2:03 PM >>> >>>
Ed,

As discussed Texaco is agreeable to a DEC cost recovery of $642,095 for the RI / FS work performed on the Apollo St property and the oversight performed on both the Apollo St and Peerless properties.

This total amount includes a 17.3% allocation to Texaco for the task 10 oversight activities.

If you concur, can you please respond via email.

Regards,

Pete

Peter J. Cagnetta, CPSSc

SAIC

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