

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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In the Matter of the  
Implementation of an  
Investigation and, if needed,  
Remediation of 7283 West Henrietta Road  
Rush, New York by

AGREEMENT  
INDEX NUMBER: D8-0003-97-03



Rush Associates, LLC,  
Volunteer.

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CONSIDERING,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under that law.

2. A. The property subject to this Agreement is located at 7283 West Henrietta Road, Rush, New York (the "Site"). The property's Tax ID No. is 213.01-1-23. A generalized map of the Site is attached to this Agreement as Exhibit "A".

B. Rush Associates, LLC (hereinafter "Volunteer") is a prospective purchaser interested in acquiring the Site from its current owner (Floyd Sharp of Sharps Motor Corporation) and has offices at 3817 West Henrietta Road, Rochester, New York 14623.

C. Volunteer would like to renovate and redevelop the Site's present automobile repair and used car lot facility into a new used car dealership showroom and parking area.

D. Volunteer represents, and for the purposes of this Agreement, the Department relies on those representations, that Volunteer's involvement with the Site and with the facility on that Site is limited to the following: Volunteer has not yet taken title to the Site, has not previously owned or operated the Site, and is not otherwise responsible under law to remediate contamination existing at the Site as of the effective date of this Agreement.

3. The Department has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

4. A. Volunteer wishes to enter into this Agreement in order to ensure and the Department hereby determines that this Agreement constitutes a demonstration that any remedial action undertaken under this Agreement will be in compliance with the ECL and will not:

1. prevent or interfere significantly with any proposed, ongoing or completed remedial program at the Site, or

2. expose the public health or the environment to a significantly increased threat of harm or damage.

B. Volunteer also wishes to enter into this Agreement in order to resolve its potential liability as a party responsible for the investigation and remediation of the Site under ECL Article 27, Title 13 based upon Volunteer's investigation and if necessary, remediation of the Site. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

C. Volunteer, desirous of implementing an investigation program acceptable to the Department, consents to the terms and conditions of this Agreement.

5. The Department and Volunteer agree that the goals of this Agreement are for Volunteer to, (i) implement the investigation work plan for the Site attached to this Agreement as Exhibit "B" and made a part of this Agreement (the "Investigation Work Plan") and, if necessary, develop and implement a Department-approved remediation work plan for the Site ("Remediation Work Plan") and (ii) reimburse the State's administrative costs as provided in this Agreement, and, in accordance with the terms of this Agreement, for the Department and the Trustee of the State's natural resources (the "Trustee") to release, covenant not to sue, and forbear from bringing any action, proceeding, or suit against Volunteer for the further investigation or remediation of the Site.

6. Volunteer agrees to be bound by the terms of this Agreement. Volunteer consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Agreement, and agrees not to contest the validity of this Agreement or its terms.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S AND TRUSTEE'S RELEASE AND COVENANT NOT TO SUE SET FORTH IN THIS AGREEMENT, VOLUNTEER AGREES TO THE FOLLOWING:

I. Performance and Reporting of the Investigation Work Plan and Development and Implementation of the Remedial Work Plan, if Necessary

A. Within 30 days after the effective date of this Agreement, Volunteer shall commence implementation of the Investigation Work Plan and implement it in accordance with its terms.

B. Volunteer shall notify the Department of any significant difficulties that may be encountered in implementing the Investigative Work Plan or any Department-approved modification to it and shall not modify any obligation unless first approved by the Department.

C. In accordance with the schedule contained in the Investigative Work Plan, Volunteer shall submit to the Department a final investigation report. The final investigation report shall:

1. include all data generated and all other information obtained during the investigation;
2. provide all of the assessments and evaluations identified in the Investigative Work Plan;
3. identify any additional data that must be collected; and
4. include a certification by the individual or firm with primary responsibility for the day to day performance of the investigation that all activities that comprised the investigation were performed in full accordance with the Investigative Work Plan.

D. 1. After its acceptance of the final investigative report submitted under Subparagraph I.C of this Agreement, the Department shall determine whether it has sufficient information respecting the nature and extent of the contamination on the Site.

i. If the Department determines that it does not have sufficient information respecting the nature and extent of the Site's contamination, it will so inform Volunteer in writing. Volunteer shall collect such additional data under a Department-approved revision to the Investigative Work Plan, which shall be attached to this Agreement as Exhibit "B-1" and made a part of this Agreement, unless within 10 days after receipt of the Department's written notification, Volunteer elects not to collect such additional data, in which event, Volunteer's obligations under this Agreement (except those under Paragraphs VI and VIII of this Agreement) shall terminate effective the date of Volunteer's written notification and both parties retain whatever rights they may have had respecting each other as they had before the effective date of this Agreement.

ii. If the Department determines that it has sufficient information respecting the nature and extent of the Site's contamination, it will so inform Volunteer in writing, and the Department will inform it in that communication whether the Department believes that remediation of contamination on the Site is needed to allow the Site to be used for industrial or commercial purposes (the "Contemplated Uses").

2. If the Department determines that no remediation is needed to allow the Site to be used for the Contemplated Uses, it shall so state in writing and shall provide Volunteer with the forbearance, release, and covenant not to sue described in Subparagraph I.G of this Agreement and with the notification letter described in Subparagraph I.H of this Agreement.

3. If the Department determines that remediation is needed to allow the Site to be used for the Contemplated Uses, it shall so state in writing. After receipt of such writing, in the event Volunteer decides to proceed with its plan to acquire title to the Site, the parties will develop a proposed Remedial Work Plan. If the Volunteer elects not to acquire title to the Site, except with respect to Volunteer's obligations under Paragraphs VI and VIII of this Agreement,

this Agreement shall terminate effective the date of Volunteer's written notification and both parties retain whatever rights they may have had respecting each other as they had before the effective date of this Agreement. The proposed Remedial Work Plan shall provide, inter alia, that if during the Remedial Work Plan's implementation, contamination is discovered that was not discussed in the final investigative report, Volunteer shall investigate the nature and extent of such newly discovered contamination, and the Work Plan will be revised to have Volunteer remediate such newly discovered contamination in the event that this remediation is needed to allow the Contemplated Uses to proceed.

4. Upon development of a proposed Remedial Work Plan, the Department will publish a notice in the Environmental Notice Bulletin to inform the public of the public's opportunity to submit to the Department by no later than 30 days after the date of the issue of the Environmental Notice Bulletin in which the notice shall appear, comments on the proposed Remedial Work Plan and shall mail an equivalent notice to the County of Monroe. If, as a result of its review of the comments received, the Department determines that the proposed Remedial Work Plan to implement the Department-approved remedial activities for the Site must be revised:

i. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the proposed Remedial Work Plan; or

ii. due to information received, in whole or in part, after the Department's approval of the proposed Remedial Work Plan, which indicates that the activities carried out in accordance with it are not sufficiently protective of human health and the environment for the Contemplated Uses,

then the Department will so notify Volunteer and will immediately commence negotiations with Volunteer to revise the proposed Remedial Work Plan accordingly. If the Department and Volunteer agree upon revisions to the proposed Remedial Work Plan, the revised proposed Remedial Work Plan shall become the final Remedial Work Plan and shall be attached to this Agreement as Exhibit "C" and made a part of this Agreement. If, after good faith negotiations, Volunteer and the Department cannot agree upon revisions to the proposed Remedial Work Plan, except with respect to Volunteer's obligations under Paragraph VI and VIII of this Agreement, this Agreement shall terminate effective the date of the Department's written notification to Volunteer that negotiations have failed to develop an acceptable Remedial Work Plan, and both parties reserve whatever rights they may have had respecting each other as they had before the effective date of this Agreement. If the Department does not make such a determination, the proposed Remedial Work Plan shall become the final Remedial Work Plan and shall be attached to this Agreement as Exhibit "C" and made a part of this Agreement.

5. Volunteer shall commence implementation of, and implement, the final Remedial Work Plan contained in Exhibit "C" in accordance with its terms. However, the parties agree that the final Remedial Work Plan will be modified in the event that contamination previously unknown or inadequately characterized is encountered during implementation of the

final Remedial Work Plan unless after good faith negotiations, Volunteer and the Department cannot agree upon modifications to the final Remedial Work Plan. In such event, except with respect to Volunteer's obligations under Paragraphs VI and VIII of this Agreement, this Agreement shall terminate effective the date of the Department's written notification to Volunteer that negotiations have failed to develop an acceptable modification to the final Remedial Work Plan; Volunteer shall not leave the Site in a condition from the perspective of human health and environmental protection, worse than that which prevailed before remedial activities were commenced, and (except with respect to the Department's right to enforce the immediately described obligation of Volunteer) both parties retain whatever rights they may have had respecting each other as they had before the effective date of this Agreement.

E. In accordance with the schedule contained in Exhibit "C," as may be modified by agreement between the parties and which modifications shall appear in Exhibit "C-1" of this Agreement, Volunteer shall submit to the Department a final engineering report. The final engineering report shall include a detailed post-remedial operation and maintenance plan ("O&M Plan"), to the extent necessary; "as-built" drawings showing all changes made during construction, to the extent necessary; and a certification that the Response Program was implemented and all construction activities were completed in full accordance with Exhibit "C", any Department-approved modification, detailed document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement. The O&M Plan, "as-built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

F. Should post-remedial operation and maintenance prove to be necessary, upon the Department's approval of the O&M Plan, Volunteer shall implement the O&M Plan in accordance with the schedule and requirements of the Department-approved O&M Plan.

G. 1. Within 60 days after receipt of the final engineering report and certification, the Department shall notify Volunteer in writing whether the Department is satisfied that the Remedial Work Plan was satisfactorily implemented in compliance with Exhibit "C" (and, as appropriate "C-1") and the Department-approved design, which notification shall not be unreasonably withheld.

2. Upon being satisfied that the Site-specific cleanup levels identified in Exhibit "C" (and, as appropriate, "C-1") have been reached, the Department shall notify Volunteer in writing of its satisfaction and the Department and the Trustee shall, except for the reservations identified below, release, covenant not to sue and forbear from bringing any action, proceeding, or suit against Volunteer, or the Volunteer's lessees, sublessees, successors, and assigns, and their respective secured creditors, for the further investigation and remediation of, or for natural resources damages respecting, the Site based upon the release or threatened release of any contamination identified and characterized in the final investigative report and, if any, any other contamination discovered and characterized during the implementation of the final Remedial Work Plan and remediated in accordance with Exhibit "C-1" of this Agreement present or existing in, on, at, under, or from the Site (collectively, the "Existing Contamination"),

provided that (a) timely payments of the amounts specified in Paragraph VI of this Agreement continue to be or have been made to the Department, (b) Volunteer and/or their respective lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved post-response O&M Plan, if any, and (c) Volunteer duly records any deed restrictions the Department may determine be placed in the Site's record of title and duly notifies the Department of same in accordance with Paragraph IX of this Agreement. Nonetheless, the Department and the Trustee hereby reserve all of their respective rights concerning and such forbearance shall not extend to, any further investigation or remedial action the Department deems necessary:

i. due to off-Site migration of contaminants other than petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential and to off-Site migration of petroleum;

ii. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of Exhibit "C" and not discovered and brought to the Department's attention during the implementation of Exhibit "C" (and, as appropriate, "C-1");

iii. due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the remedial activities undertaken under Exhibit "C" (and, as appropriate, "C-1") are not sufficiently protective of human health and the environment for the Contemplated Uses;

iv. due to Volunteer's failure to implement this Agreement to the Department's satisfaction; or

v. due to fraud committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, Exhibit "C" (and, as appropriate, "C-1") were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning and any such forbearance shall not extend to, any further investigation or abatement either deems necessary to be undertaken in the event that Volunteer causes or suffers the release or threat of release at the Site of any hazardous substance (as that term is defined at 42 U.S.C. 9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]) after the effective date of this Agreement other than Existing Contamination, or Volunteer causes a, or suffers the use of the Site to, change from the Contemplated Uses to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health.

3. Notwithstanding any other provision in this Agreement, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this

Agreement shall be construed, or deemed, to preclude the State of New York from recovering such claim.

H. If the remedial activities were completed in compliance with Exhibit "C" (and, as appropriate, in Exhibit "C-1") and Department-approved design, the Department shall provide Volunteer with a separate written "no further action" letter containing substantially the same language as the model letter attached to this Agreement and incorporated in this Agreement as Exhibit "D".

I. 1. Notwithstanding any other provision of this Agreement, with respect to any claim or cause of action asserted by the Department, or the Trustee, the one seeking the benefit of the forbearance, covenant not to sue, or release set forth in Subparagraph I.G or in the "no further action" letter issued under Subparagraph I.H of this Agreement, shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributed solely to Existing Contamination.

2. Except as above provided in Subparagraph I.G of this Agreement and in the "no further action" letter issued under Subparagraph I.H of this Agreement, nothing in this Agreement is intended as a release, forbearance, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Department or the State of New York may have against any person, firm, corporation, or other entity not a party to this Agreement. In addition, notwithstanding any other provision in this Paragraph I of this Agreement, the forbearance, covenant not to sue, and release described in Subparagraph I.G and in the "no further action" letter issued under Subparagraph I.H of this Agreement shall not extend to parties (other than Volunteer) that were responsible under law before the effective date of this Agreement to address the Existing Contamination or new contamination discovered during the implementation of the Remedial Work Plan.

J. During implementation of all activities conducted on the Site under either the Investigative Work Plan or the Remedial Work Plan, Volunteer shall

1. have on-site a full-time representative who is qualified to supervise the activities undertaken; and

2. notify the Department of any significant difficulties that may be encountered in implementing the Investigative Work Plan, the Remedial Work Plan, any Department-approved modification to either of them, or any Department-approved detailed document or specification prepared by or on behalf of Volunteer pursuant to either, and

shall not modify any obligation unless first approved by the Department, which approval shall not be unreasonably withheld.

K. In the event that the implementation of either the Investigative Work Plan or the Remedial Work Plan results in a Department determination that a consequential amount of

hazardous waste was disposed at the Site, the Site will be listed in the Annual Report described in ECL 27-1305 as a Class "V" inactive hazardous waste disposal site unless the hazardous waste disposed at the Site constitutes a significant threat to the environment, in which event the Site will be classified in the Registry of Inactive Hazardous Waste Disposal Sites as a Class "2" inactive hazardous waste disposal site. However, the Department will not so list the Site if the implementation of the Remedial Work Plan developed under this Agreement will result in a Department determination that the hazardous waste disposed at the Site no longer constitutes, and will not foreseeably ever again constitute, a significant threat to the environment.

## II. Progress Reports

A. Volunteer shall submit to the parties identified in Subparagraph X.A.1 in the numbers specified therein copies of written monthly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement;
2. include all results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents in the previous month, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteer;
3. identify all reports and other deliverables required by this Agreement that were completed and submitted during the previous month;
4. describe all actions, including, but not limited to, data collection and implementation of the Investigative Work Plan or the Remedial Work Plan, that are scheduled for the next month and provide other information relating to the progress at the Site;
5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteer's obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; and
6. include any modifications to the Investigative Work Plan or the Remedial Work Plan that Volunteer has proposed to the Department and any that the Department has approved.

B. Volunteer shall submit these progress reports to the Department by the tenth day of every month following the effective date of this Agreement.

C. Volunteer also shall allow the Department to attend, and shall provide the Department at least five days advance notice of any meeting relating to the implementation of the Investigative Work Plan or the Remedial Work Plan.

### III. Review of Submittals

A. The Department shall review each of the submittals Volunteer makes pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and generally accepted technical and scientific principles. The Department shall notify Volunteer in writing of its approval or disapproval of the submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

B. 1. If the Department disapproves a submittal, it shall so notify Volunteer in writing and shall specify the reasons for its disapproval within 30 days after its receipt of the submittal and may request Volunteer to modify or expand the submittal; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Investigative Work Plan or Remedial Work Plan, as appropriate. Within 30 days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

2. After receipt of the revised submittal, the Department shall notify Volunteer in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, the Department and Volunteer may pursue whatever remedies at law or in equity (by declaratory relief) that may be available to them, without prejudice to either's right to contest the same. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

### IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteer shall not suffer any penalty under this Agreement or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control ("force majeure event"). Volunteer shall, within five working days of when it obtains knowledge of any such force majeure event, notify the Department in writing. Volunteer shall include in such notice the measures taken and to be taken by Volunteer to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement.

V. Entry upon Site

Volunteer hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the Investigation Program for purposes of inspection, sampling, and testing and to ensure Volunteer's compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Agreement. Upon request, Volunteer shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings.

VI. Payment of State Costs

Within thirty days after receipt of an itemized invoice from the Department, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement. Each such payment shall be made by certified check 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  
50 Wolf Road  
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

VII. Department Reservation of Rights

A. Except as provided in Subparagraph I.G of this Agreement and in any "no further action" letter issued under Subparagraph I.H of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights with respect to any party other than Volunteer.

B. Nothing contained in this Agreement shall prejudice any rights of the Department to take any investigatory or remedial action it may deem necessary if Volunteer fails to comply with this Agreement.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteer fails to comply substantially with this Agreement's terms and conditions.

#### VIII. Indemnification

Volunteer 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 of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer and/or any of Volunteer's directors, officers, employees, servants, agents, successors, and assigns.

#### IX. Notice of Sale or Conveyance and Deed Restriction

A. Within 30 days after Volunteer's acquisition of title to the Site, Volunteer shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "E," with the Monroe County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement.

B. If Volunteer proposes to convey the whole or any part of Volunteer's ownership interest in the Site, Volunteer shall, not fewer than 60 days before the date of conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement.

C. If Volunteer implements a Remedial Work Plan to remediate the Site to Site-specific cleanup levels sufficient to allow the Contemplated Uses to proceed with due protection of human health and the environment but not sufficient to the level that would be sufficiently protective of human health and the environment for unrestricted use, within 30 days of its receipt of the Department's notification pursuant to Subparagraph I.G of this Agreement approving Volunteer's final engineering report and certification, Volunteer shall record an instrument with the Monroe County Clerk, to run with the land, that shall prohibit the Site from ever being used for other than the Contemplated Uses without the express written waiver of such prohibition by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department. If the Department determines appropriate to so include, such instrument also will include a provision prohibiting the use of

the groundwater underlying the Site without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department. Also, if the Department determines appropriate to so include, such instrument will include a provision requiring Volunteer and Volunteer's successors and assigns to continue in full force and effect any engineering or institutional controls the Department may require to be put into effect as part of the Remedial Work Plan. Further, such instrument shall provide that Volunteer, on behalf of itself and its successors and assigns, hereby consents to the enforcement by the Department, or if at such time the Department shall no longer exist, any New York State department bureau, or other entity replacing the Department, of the prohibitions and restrictions that this Paragraph IX requires to be recorded, and hereby covenants not to contest such enforcement. Volunteer shall provide the Department with a copy of such instrument certified by the Monroe County Clerk to be a true and faithful copy of the instrument as recorded in the Office of the Monroe County Clerk.

X. Communications

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

1. Communication from Volunteer shall be sent to:

Mary Jane Peachey, P.E.  
New York State Department of Environmental Conservation  
Division of Hazardous Waste Remediation  
6274 East Avon-Lima Road  
Avon, New York 14414

with copies to:

Todd Caffoe, P.E.  
New York State Department of Environmental Conservation  
Division of Hazardous Waste Remediation  
6274 East Avon-Lima Road  
Avon, New York 14414

Charles E. Sullivan, Jr., Esq.  
New York State Department of Environmental Conservation  
Division of Environmental Enforcement  
50 Wolf Road Room 410A  
Albany, New York 12233-5550

G. Anders Carlson, Ph.D.  
Director, Bureau of Environmental Exposure Investigation  
New York State Department of Health  
Two University Place  
Albany, New York 12203

David Napier  
New York State Department of Health  
42 South Washington Street  
Rochester, New York 14608

Richard Elliot  
Monroe County Department of Health  
111 Westfall Road  
Rochester, New York 14692

Copies of work plans and reports shall be submitted as follows:

- Two copies (one unbound) to Ms. Peachey
- One copy to Mr. Caffoe
- One copy to Mr. Sullivan
- One copy to Dr. Carlson
- Two copies to Mr. Napier
- One copy to Mr. Elliott

2. Communication to be made from the Department to Volunteer shall be sent  
to:

Linda R. Shaw, Esq.  
Harris Beach & Wilcox  
130 East Main Street  
Rochester, NY 14604

with a copy sent to:

Gregory Senecal  
LaBella Associates, P.C.  
300 State Street  
Rochester, New York 14614

Richard Dorschel and Albert Baronas  
Rush Associates, LLC  
3817 West Henrietta Road  
Rochester, New York 14623

B. The Department and Volunteer reserve the right to designate additional or different addressees for communication on written notice to the other given in accordance with this Paragraph X.

XI. Miscellaneous

A. 1. By entering into this Agreement, Volunteer certifies that it has fully and accurately disclosed to the Department all information known to Volunteer and all information in the possession or control of Volunteer's employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement. Volunteer also certifies that it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at, or from, the Site, and that none of its officers or directors is an officer or director of Sharps Motor Corporation.

2. If the Department determines that information Volunteer provided and certifications made are not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void, and the Department shall reserve all rights that it may have.

B. Volunteer shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Agreement. The responsibility for the performance of the professionals retained by Volunteer shall rest solely with Volunteer.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteer, and the Department also shall have the right to take its own samples. Volunteer shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteer with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement.

D. Volunteer shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Subject to Subparagraph XI.E.2 of this Agreement, the Volunteer shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform the Volunteer's obligations under this Agreement.

2. In carrying out the activities identified in the Work Plan, the Department may exempt Volunteer from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. Volunteer, Volunteer's agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer), and Volunteer's lessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Volunteer including, but not limited to, any transfer of assets or real or personal property shall in no way alter Volunteer's responsibilities under this Agreement. Volunteer's employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer.

G. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and to each person representing Volunteer with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or Volunteer's contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. 1. All references to "days" in this Agreement are to calendar days unless otherwise specified.

2. All references to "professional engineer" in this Agreement are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

I. 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 of the provisions of this Agreement.

J. 1. 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 regarding any report, proposal, plan, specification, schedule, or any other submittal shall be

construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteer desires that any provision of this Agreement be changed, Volunteer shall make timely written application, signed by Volunteer, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Ms. Peachey and Messrs. Caffoe, Sullivan, Napier and Elliott.

K. This Agreement is not subject to review under the State Environmental Quality Review Act. 6 NYCRR 617.5(c)(18); 617.5(c)(29).

L. In undertaking the work required under this Agreement, Volunteer and its general partners, employees, representatives, agents, contractors and subcontractors are deemed for the purpose of ECL 27-1321.3 and any other similar provision of state or federal law, to be performing services related to cleanup or restorative work which is conducted pursuant to a contract with the Department.

M. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteer otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteer's insurers, for payments made previously or in the future for response costs.

N. Volunteer and Volunteer's general and limited partners, employees, servants, agents, lessees, successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

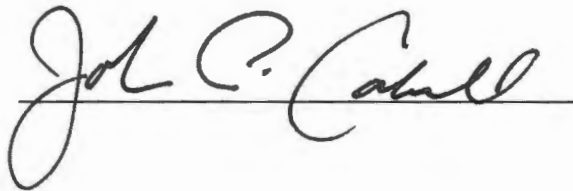
O. To the extent authorized under 42 U.S.C. 9613 and any other applicable law, Volunteer shall not be liable for any claim, now or in the future, in the nature of contribution by potentially responsible parties concerning the Existing Contamination. In any future action brought by Volunteer against a potentially responsible party under the Comprehensive Response, Compensation and Liability Act of 1980, as amended, the provision of 42 U.S.C. 9613(f)(3) shall apply.

P. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

DATED:

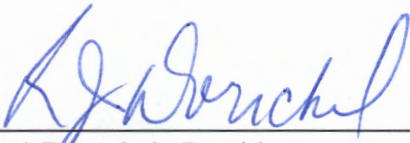
MAY 12 1997

JOHN P. CAHILL, ACTING COMMISSIONER  
NEW YORK STATE DEPARTMENT  
OF ENVIRONMENTAL CONSERVATION AND  
TRUSTEE OF THE STATE'S NATURAL  
RESOURCES

A handwritten signature in cursive script, reading "John P. Cahill", is written over a horizontal line.

CONSENT BY VOLUNTEER

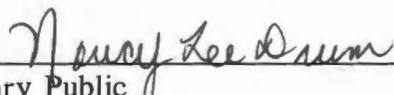
Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By:   
Richard Dorschel, President  
Rush Associates, LLC

Date: 4/4/97

STATE OF NEW YORK )  
COUNTY OF Monroe ) s.s.:

On this 4<sup>th</sup> day of April, 1997, before me personally came Richard J. Dorschel to me known, who being duly sworn, did depose and say that he resides in Rochester, NY, that Richard Dorschel is President of Rush Associates, LLC described in and which executed the foregoing instrument; and that Richard Dorschel signed his name on behalf of Rush Associates, LLC and was authorized to do so.

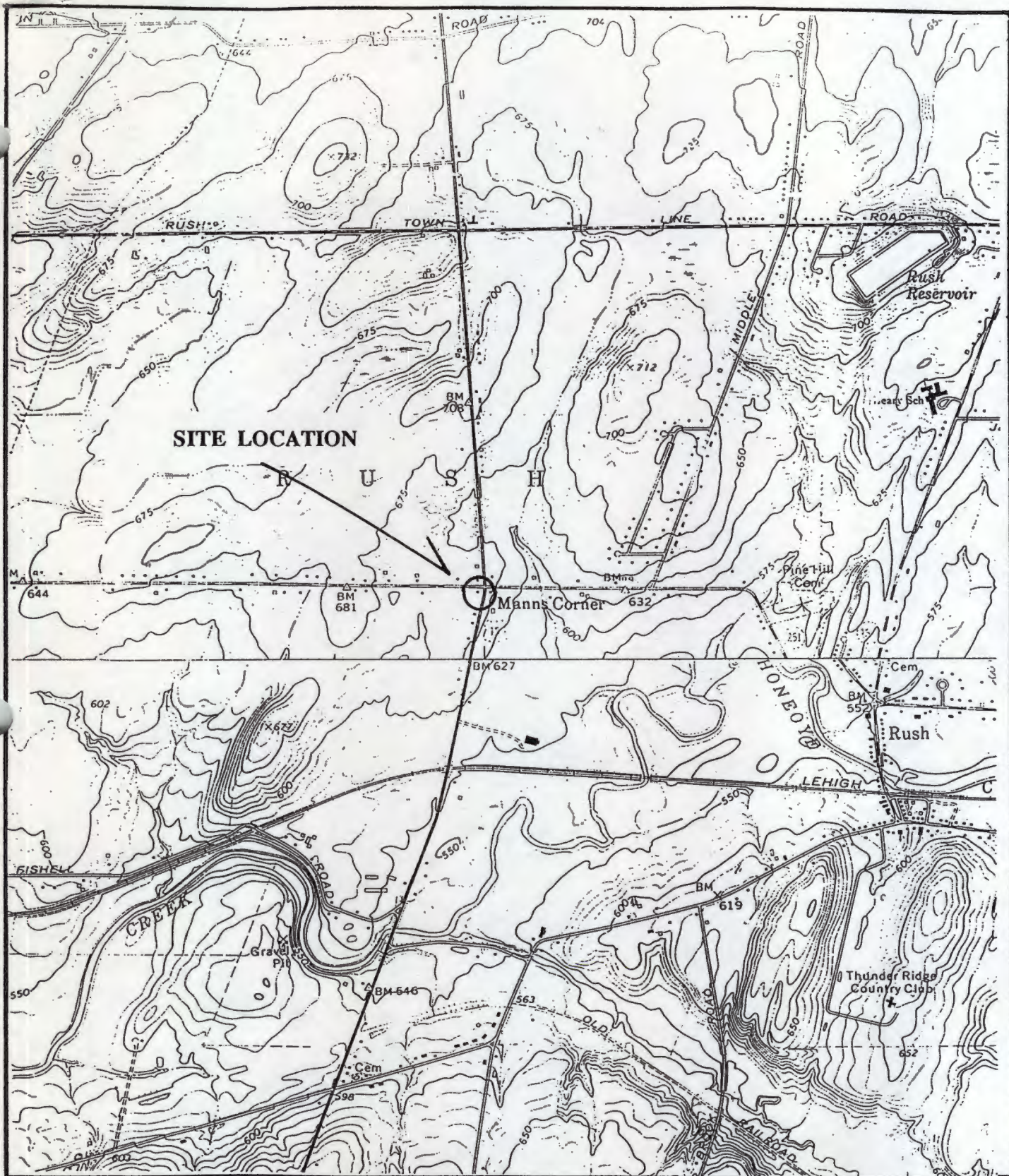
  
Notary Public

NANCY LEE DRUM, NO. 4964070  
NOTARY PUBLIC, State of New York  
Qualified in Monroe County  
Commission Expires 3-19-98



**EXHIBIT "A"**

**Map of Site**

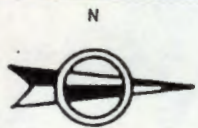
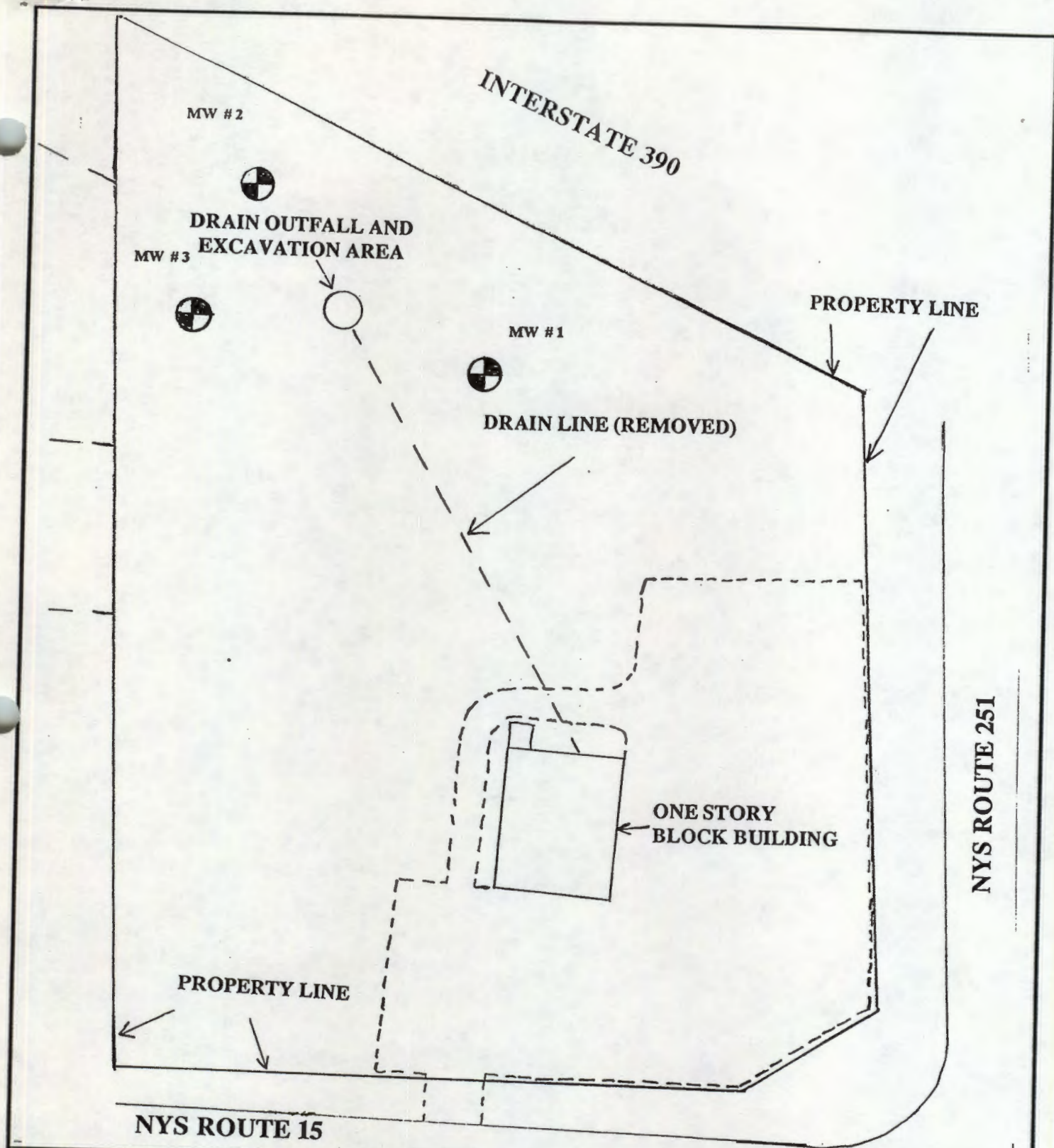


SCALE: 1" = 2000'

**FIGURE 1**  
**SITE LOCATION**  
**SHARPS MOTOR CORPORATION**  
**7283 WEST HENRIETTA ROAD**  
**RUSH, NEW YORK**

**LaBella**

LaBella Associates, P.C.  
 300 State Street  
 Rochester, New York 14614  
 716 454-6110



Approximate Scale: 1"=60'

**FIGURE 2**  
**SITE SKETCH**  
**PROPOSED MONITORING WELLS**  
**7283 WEST HENRIETTA ROAD**  
**RUSH, NEW YORK**

**ABELLA**

PROJECT NO. 97033

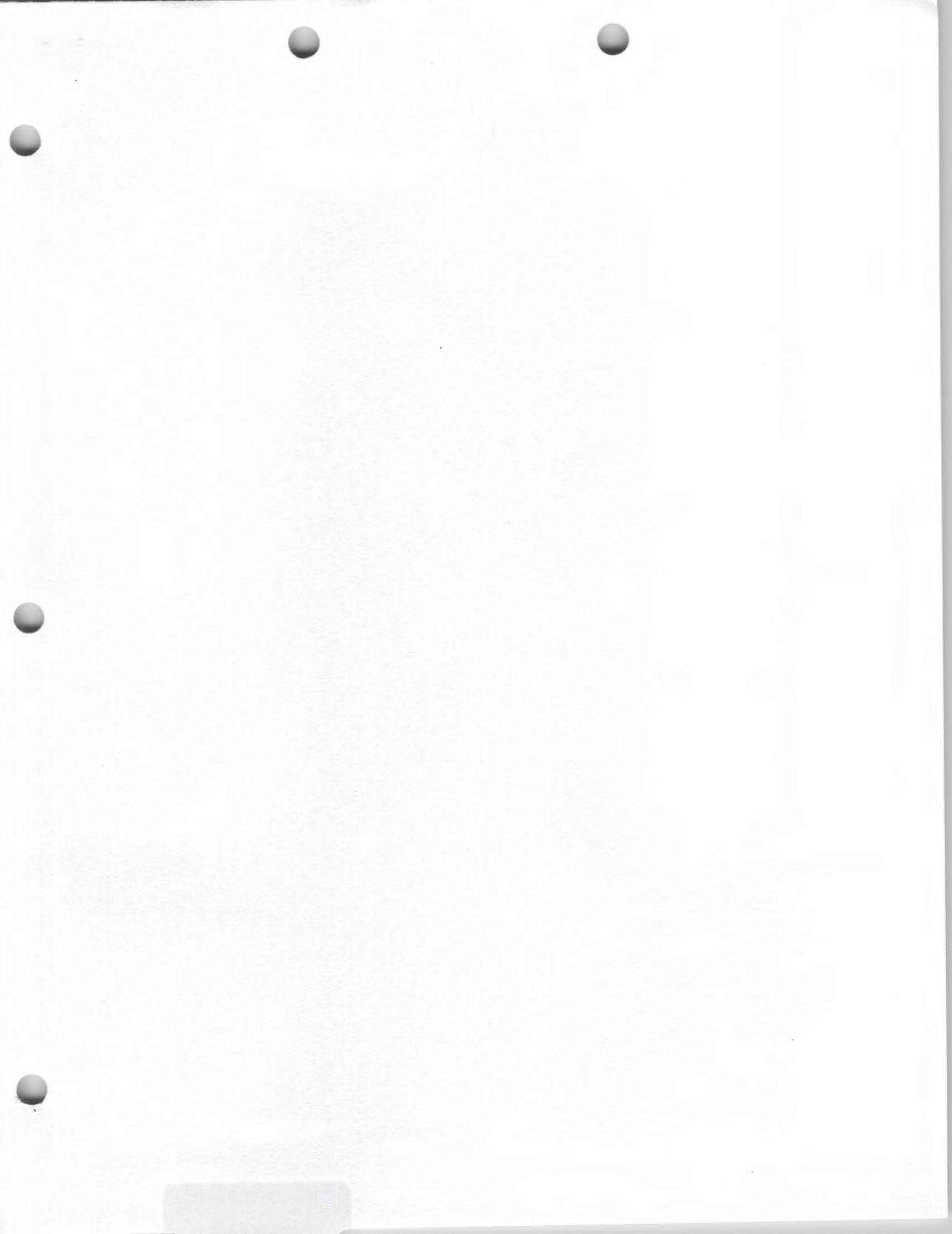


**EXHIBIT "B"**

**Investigative Work Plan**

**Voluntary Investigative Workplan  
Sharps Motor Corporation  
7283 West Henrietta Road  
Rush, New York 14543**

**Prepared by:**

**Rush Associates, LLC  
3817 West Henrietta Road  
Rochester, New York 14623**

**and**

**LaBella Associates, P.C.  
300 State Street  
Rochester, New York 14614**

**LaBella Project No. 97033**

**January 1997**

**LaBella Associates, P.C.  
300 State Street  
Rochester, New York 14614-1098**

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**Voluntary Investigative Workplan  
Sharps Motor Corporation  
7283 West Henrietta Road  
Rush, New York 14543**

## **Introduction**

This document comprises the Voluntary Investigative Workplan for Rush Associates, LLC. Rush Associates, LLC is undertaking this investigation in cooperation with the New York State Department of Environmental Conservation (NYSDEC) as a volunteer for the purpose of obtaining a liability release so that Rush Associates, LLC may pursue acquisition of the property, under the NYSDEC's Voluntary Cleanup Program. (See Figure 1). A Site Health and Safety Plan has been developed for the investigation and is included as Appendix 1. LaBella Associates, P.C.'s Quality Control Program is included as Appendix 2.

## **Objective**

The objective of this investigation is to further evaluate the potential impairment of groundwater at the site relating to the discovery of tetrachloroethene and m, o, and p xylene in the soil and groundwater in the immediate vicinity of a floor drain outfall. This information was obtained during a Phase II Environmental Site Assessment conducted by LaBella Associates, P.C. in 1995 & 1996. Approximately 125 tons of impacted soil have been removed from the discharge area. In addition, the wastewater discharge pipe has been removed, and the discharge of wastewater has been terminated by capping the floor drain outfall at the edge of the building structure.

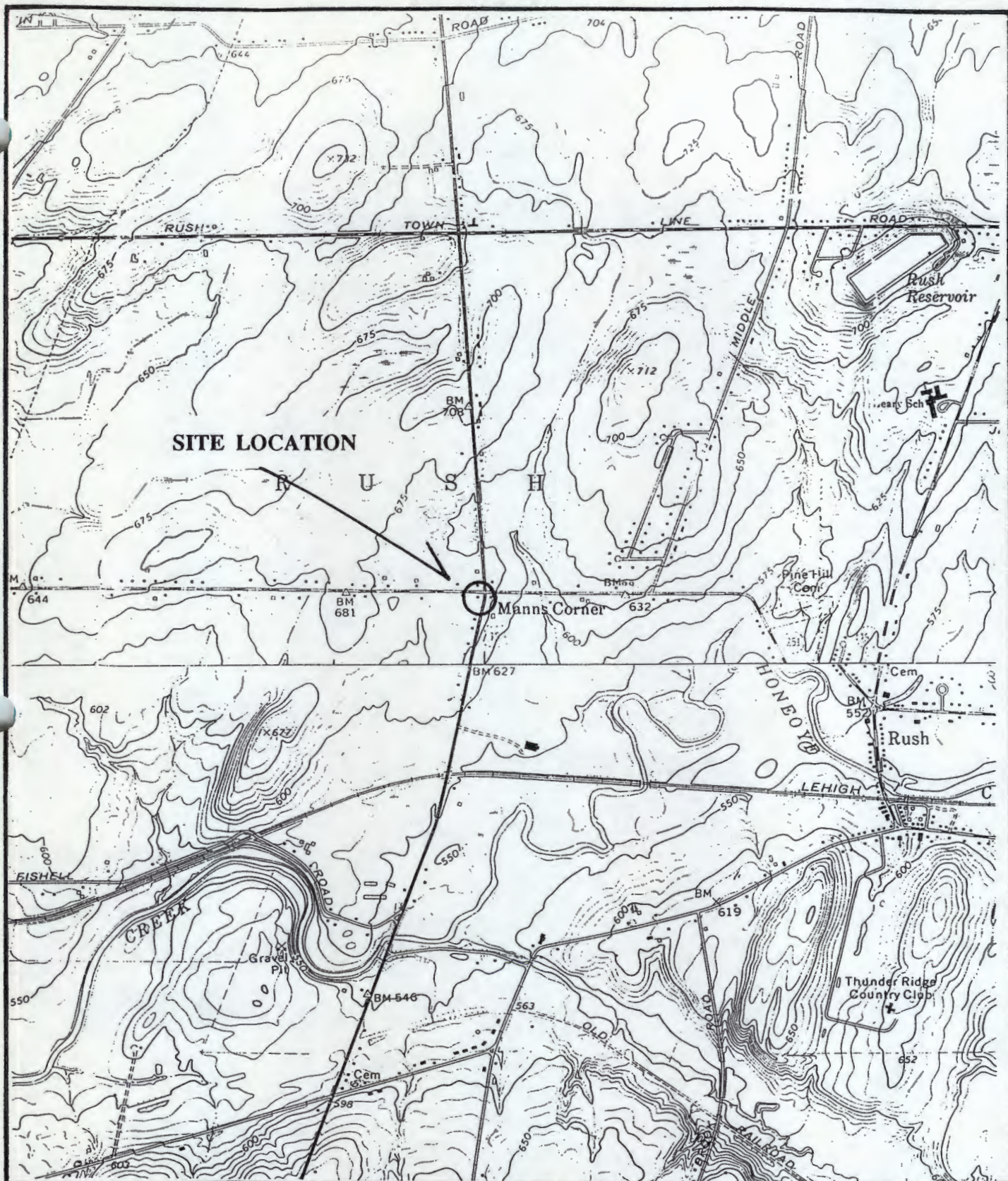
## **Scope of Work**

The Scope of Work for this project is based on the findings of the Phase II Environmental Site Assessment, discussions with NYSDEC Division of Hazardous Waste Remediation personnel, and on local geographical features. The Scope of Work is as follows:

1. An Underground Facilities Protection Organization (UFPO) stakeout will be conducted at the Site, to locate any subsurface utilities in the area where the subsurface assessment and delineation will take place.
2. LaBella will retain the services of a specialized contractor to install three direct push "geoprobe" non-permanent, overburden, groundwater monitoring wells at the Site. In the event that the direct push rig is rejected prior to reaching the groundwater table, a conventional drill rig will be utilized to install the non permanent wells at the Site. One of the monitoring wells will be installed approximately 60 feet topographically downgradient of the former wastewater discharge point, one well will be installed approximately 60 feet cross gradient to the former discharge point, and one well will be installed approximately 60 feet upgradient of the discharge point. See FIGURE 2.

3. Prior to conducting the fieldwork a safety meeting will be conducted in accordance with the Site health and safety plan.
4. After a twenty four hour waiting period the wells will be developed by removing ten well volumes of water from each well. The wells will be purged and sampled one week after development, the wells will be purged by removing at least three well volumes of water. Development and purge water will be containerized in NYSDOT approved containers on Site, pending analytical results.
5. One round of groundwater samples will be collected from the wells at the Site. The groundwater samples will be collected in accordance with the Quality Control Plan that has been developed for the project.
6. Soil and groundwater samples will be sent under Chain of Custody procedures to a New York State approved laboratory for Volatile Organic Compound (VOC) analysis, by USEPA Method 8260. Laboratory data will be generated in Level 3, as specified in the Quality Control Plan. It is anticipated that three samples will be submitted for analysis. Groundwater levels will be measured at the time of the sampling.
7. A LaBella survey team will establish coordinates and elevations (to the nearest 0.01 foot) for each temporary monitoring well. These elevations will be based on an assumed site specific datum. If possible, a groundwater elevation map will be prepared for the Site.
8. A report detailing the findings of the project will be prepared, including a comparison of analytical data to applicable regulations and New York State groundwater quality standards.

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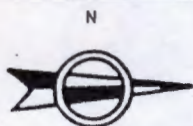
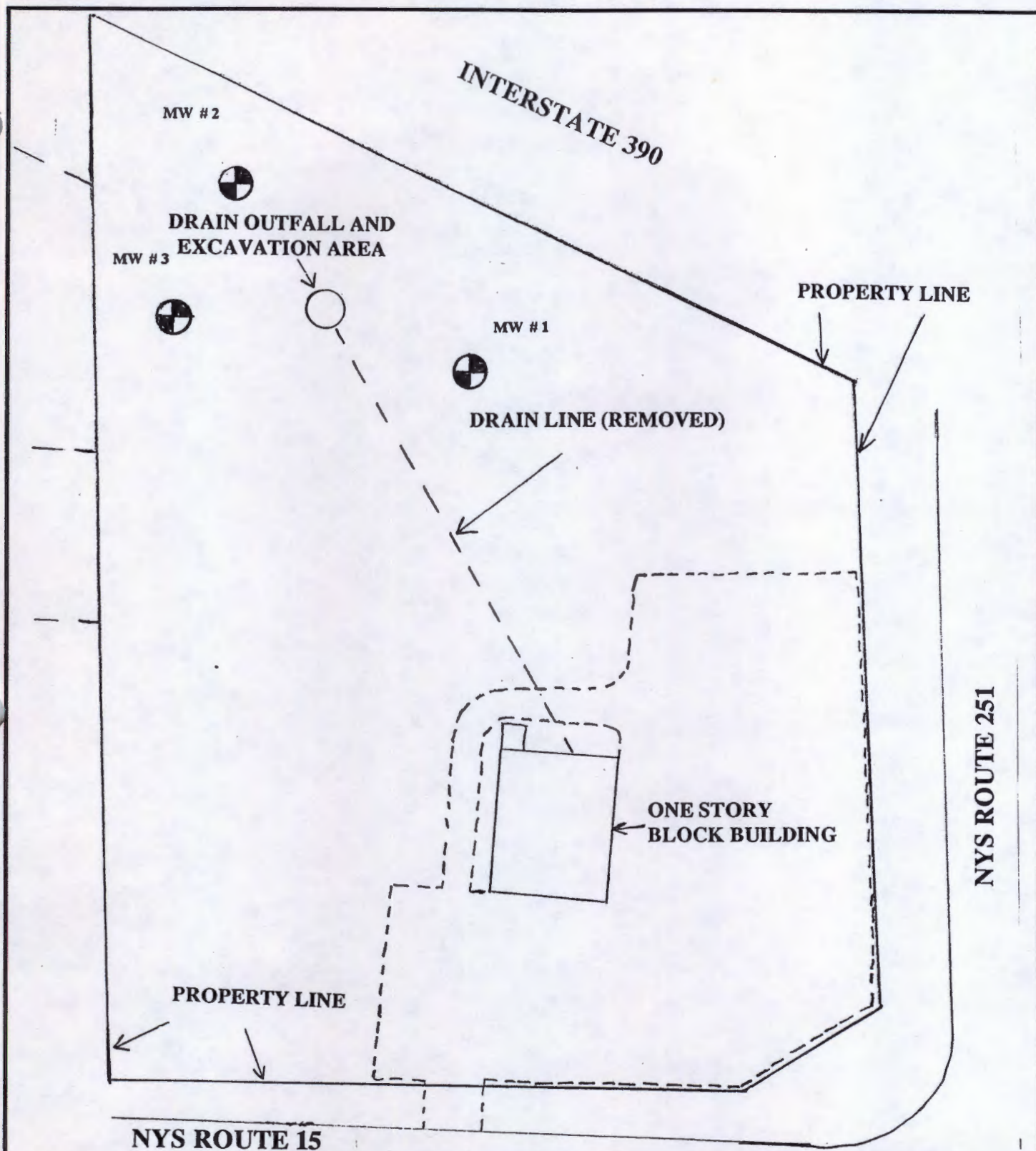


SCALE: 1" = 2000'

**FIGURE 1**  
**SITE LOCATION**  
**SHARPS MOTOR CORPORATION**  
**7283 WEST HENRIETTA ROAD**  
**RUSH, NEW YORK**

**LaBELLA**

LaBella Associates, P.C.  
 300 State Street  
 Rochester, New York 14614  
 716 454-6110



Approximate Scale: 1"=60'

**FIGURE 2**  
**SITE SKETCH**  
**PROPOSED MONITORING WELLS**  
**7283 WEST HENRIETTA ROAD**  
**RUSH, NEW YORK**

**ABELLA**

PROJECT NO. 97033

# APPENDIX 1

## Site Health and Safety Plan

# Site Health and Safety Plan

## Project Information

Project Title: Voluntary Investigation; Rush Associates, LLC Project No.: 97033

Project Location (Site): Sharps Motor Corporation, 7283 West Henrietta Road, Rush, New York

Project Supervisor: James R. McIntosh, P.E. Plan Approval Date: 1-17-97

Site Safety Supervisor: Richard K. Rote, CIH Plan Review Date: 1-17-97

Site Contact (Site Coordinator): Gregory R. Senecal, CHMM Phone #: (716) 454-6110

Proposed Date(s) of Field Activities: January 1997 - February 1997

Site Conditions: generally level, open field; subsurface impairment

Site Environmental Information Provided By: LaBella Associates, P.C.

Air Monitoring Performed By: LaBella Associates, P.C.

Site Control Provided By: LaBella Associates, P.C.

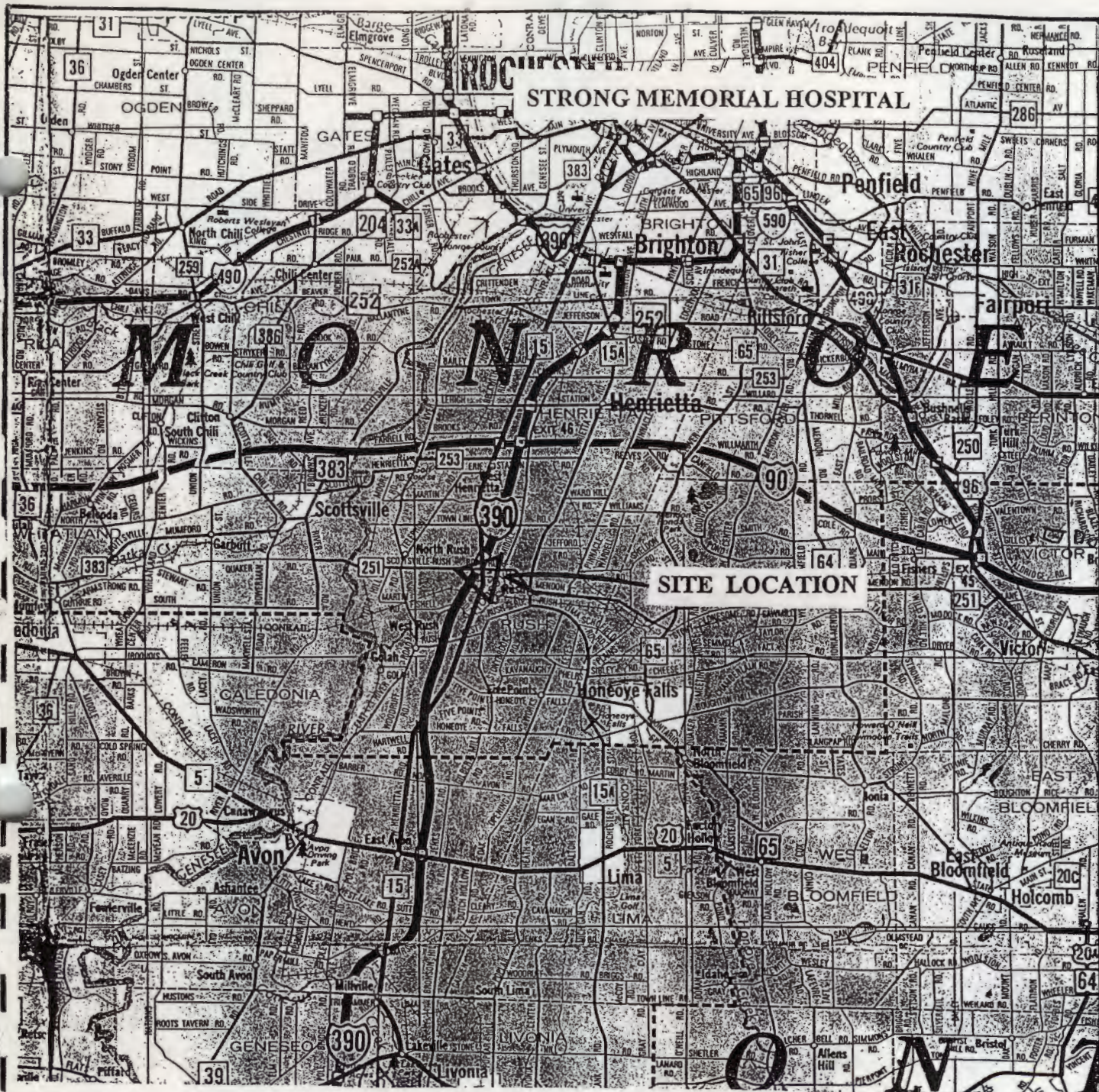
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**LOCAL RESOURCES**

|                        | <u>Name</u>                        | <u>Phone</u>         |
|------------------------|------------------------------------|----------------------|
| Ambulance:             | National Ambulance                 | 911                  |
| Hospital Emergency:    | Strong Memorial Hospital           | (716) 275-4551       |
| Poison Control Center: | Finger Lakes Poison Control        | (716) 275-3232       |
| Police (local, state): | Monroe County Sheriff - NYS Police | 911                  |
| Fire:                  | Town of Rush Fire Department       | 911                  |
| Site Contact:          | Gregory R. Senecal, CHMM           | (716) 454-6110       |
| Agency Contacts:       | Ms. Mary Jane Peachy, Region 8 DEC | (716) 226-2466       |
|                        | Mr. Todd Caffoe, Region 8 DEC      | (716) 226-2466       |
|                        | Mr. David Napier, NYSDOH           | (716) 423-8071       |
|                        | Mr. Richard Elliott, MCHD          | (716) 274-6067       |
| Project Supervisor:    | James R. McIntosh, P.E.            | (716) 454-6110       |
|                        |                                    | home: (716) 473-2386 |
| Safety Supervisor:     | Richard K. Rote, CIH               | (716) 454-6110       |
|                        |                                    | home: (716) 889-8858 |

**MAP  
&  
DIRECTIONS  
TO THE NEAREST  
MEDICAL FACILITY**



From the Site take Route 15 North into the City of Rochester  
turn left onto Elmwood Avenue.

Strong Memorial Hospital is on the left hand side of Elmwood Avenue  
approximately 1,000 feet from the intersection of Elmwood Avenue and Route 15.



**SITE LOCATION  
WITH DIRECTIONS TO  
STRONG MEMORIAL HOSPITAL  
601 ELMWOOD AVENUE  
ROCHESTER, NEW YORK**

**LABELLA**

LaBella Associates, P.C.  
300 State Street  
Rochester, New York 14614  
716 454-6110

**A. Introduction**

The purpose of this Health and Safety Plan is to provide guidelines for many of the health and safety issues typically encountered when installing groundwater wells in areas containing elevated levels of petroleum based hydrocarbons and chlorinated solvents. This Health and Safety Plan is applicable to all project personnel and authorized visitors at the work site. This document and the project specifications are to be consulted for guidance in preventing and quickly abating any threat to human safety or the environment. The provisions of the Health and Safety Plan do not replace or supersede any regulatory requirements of USEPA, NYSDEC, OSHA, or any other regulatory body.

**B. Responsibilities**

This Health and Safety Plan presents guidelines to minimize the risk of injury to project personnel and to provide rapid response in the event of injury. LaBella Associates, P.C. Project Supervision shall implement the provisions of this Plan for the duration of the project. The site specific Health and Safety Plan is provided by the Site Safety Supervisor. The effectiveness of the Plan will be monitored by the Site Coordinator. It is the responsibility of employees to follow all applicable company safety procedures.

**C. Activities Covered**

The activities performed under this Health and Safety Plan are limited to the following:

1. Installation of groundwater monitoring wells, drilling, and soil and groundwater sampling.
2. Health and Safety Monitoring.
3. Site inspections.

#### **D. Potential Health And Safety Hazards**

This section lists some potential health and safety hazards that project personnel may encounter at the project site and some actions to be implemented by site personnel to control and reduce the associated risk to health and safety. This is not intended to be a complete listing of any and all potential health and safety hazards. New or different hazards may be encountered as site environmental and site work conditions change. The suggested actions to be taken under this plan are not to be substituted for good judgment on the part of project personnel and Project Supervision.

##### **1. Injury Due to Falls**

*Potential Hazards:*

Uneven terrain and slippery ground are potential causes of injury due to falls.

*Protective Action:*

All personnel are required to wear construction grade footwear at the Site.

##### **2. Injury Due to Inhalation of Volatile Organic Compound Vapors**

*Potential Hazard:*

Volatile Organic Compound vapors may be encountered when drilling / installing wells at the project work site. Inhalation of high concentrations of vapors can cause headache, stupor, drowsiness, confusion and other health effects (see Table 1).

*Protective Action:*

Employees will not work in environments where hazardous concentrations of petroleum vapors are present. Project Supervision will direct all work to stop and the work area evacuated when the release of vapors is first suspected or when odors are first detected. Any employees showing signs of inhalation exposure will be moved to fresh air and transported to the nearest hospital for evaluation as soon as possible. Skin and clothing should be rinsed with clean water if chemical contact has occurred. Medical attention should be provided if skin irritation has occurred.

Air monitoring will be conducted continuously in the work zone. Either an HNu or a Photovac Microtip will be used to measure total VOC's in the breathing zone. The instruments will be calibrated daily.

All work will stop and the work area will be evacuated if air monitoring measurements indicate vapor concentrations exceed 5 ppm of VOC. Vapor concentrations of < 5 ppm of VOC in the work area should not present a health hazard to employees.

It is possible that chemicals other than those listed in Table 1 may be encountered during excavation. The presence of other chemicals may be detected by a solvent odor or other unusual odor. Visual clues such as colored soil or water, thick tar, or other unusual conditions may be seen.

### 3. Drilling / Geoprobe Boring Installation Hazards

*Potential Hazard:*

Drilling and soil boring installations can create a number of physical hazards related to the use of construction equipment.

*Protective Action:*

Drilling / borings will not proceed until underground utilities have been cleared. The rig will not be operated within 20' of overhead utility lines. The Driller / Geoprobe Operator and helper will be the only individuals allowed in the immediate vicinity of the rig during drilling / boring. No work will be allowed during electrical storms.

Table 1  
 Chemical Hazards

| <u>Compound</u>           | <u>Route of Exposure</u>                      | <u>Effects</u>                                        | <u>Odor</u>             | <u>PEL</u>        | <u>STEL</u> |
|---------------------------|-----------------------------------------------|-------------------------------------------------------|-------------------------|-------------------|-------------|
| Tetrachloroethylene:      | <i>Primary:</i><br>Inhalation<br>Skin Contact | Irritation of eyes,<br>throat<br>Headache, dizziness, | Mild Chloroform<br>odor | TWA<br>100<br>ppm | 150<br>ppm  |
| Xylene<br>(o,m,p isomers) | <i>Primary:</i><br>Inhalation<br>Skin Contact | Dizziness, nausea                                     | aromatic odor           | TWA<br>100<br>ppm | 150<br>ppm  |

**E. Decontamination Procedures**

**1. Equipment Decontamination**

Prior to arriving at the Site, drill/probe equipment will be steam cleaned. Equipment will be cleaned of all foreign matter and washed with a detergent water mix in between well installations. Polyethylene tubing and stainless steel foot valves will be dedicated to each well.

**2. Personnel Decontamination Procedures**

Following the disposal of expendables, the crew will wash hands and face as soon as possible. Water and soap will be made available at the Site. Respirators will be cleaned and sanitized at the end of each day that they are used. Surgical gloves will be worn during all well development and sampling activities.

**3. Investigation Derived Material (IDM)**

Well development and purge water will be drummed pending analysis. Soil cuttings will not be removed from the Site. Expendables will be double bagged, sealed, and disposed of in an approved dumpster.

**F. Personal Protective Equipment**

Conditions requiring a level of protection greater than Level D are not expected at this site. Typical safety equipment identified in company safety and health procedures is required, i.e., hard hat, safety glasses, construction grade boots, etc.

Work will be performed in Level D, with the ability to upgrade to Level C. Work areas will be monitored continuously (Photovac Microtip or Hnu). The following action levels will be followed:

Level D:  $O_2 > 19.5\%$  or  $< 25\%$ ; explosive atmosphere  $< 10\%$  LEL; organic vapors at or below background levels;  $< 5$  ppm unknown organic vapors in breathing zone.

Level C:  $O_2 > 19.5\%$  or  $< 25\%$ ; explosive atmosphere  $< 10\%$  LEL; organic vapors in breathing zone  $> 5$  ppm and  $< 10$  ppm.

If unknown organic vapors are detected in the breathing zone at levels  $> 10$  ppm field work will be halted pending reassessment of Site conditions.

**G. Air Monitoring**

Continuous air monitoring will be conducted by LaBella Associates, P.C. at the site.

The results of the continuous air monitoring will be utilized to determine appropriate levels of personal protective equipment as detailed in Section F.

**H. Site Control**

A site map has been provided and is attached to this plan. Site work areas have been marked on the map. Site entry will be made using the "Buddy System". Visual contact between all personnel must be maintained at all times. Employees are not to enter the Site alone.

Due to the small and localized nature of the work area, a special emergency alarm system, and escape plan is not necessary.

## **I. Emergency Action Plan**

In the event of an emergency, employees are to turn off and shut down all powered equipment and leave the work area immediately. Employees are to walk away from the work area as quickly as possible and wait at the assigned 'safe area'. At the 'safe area' the Project Supervisor is to account for the presence of all on-site employees. Emergency escape routes and the 'safe area' are marked on the Site Map.

The Site Coordinator is responsible for arranging the transportation of authorized on-site personnel to medical facilities when First Aid treatment is not sufficient. Do not move seriously injured workers. Contact the medical facility listed under Local Resources (page 3), or call 911 and wait for the medical technicians. An address and a phone number for the nearest medical facility have been provided in the Local Resources section. Directions and a map giving a route to the nearest facility have been attached to the Plan. Injuries requiring treatment are to be reported to the Safety Director. Serious injuries are to be reported immediately.

In the event of an emergency or a serious injury, immediately notify the site coordinator (Site Contact). The Site Contact will provide information about the nature of the emergency and any injuries that may have occurred. The phone number of the Site Contact is provided on the first page of the Plan. The Site Contact will immediately notify the Supervisor of the emergency. Other notifications may be necessary depending upon the nature of the emergency. Local resources and phone numbers have been provided on page 2 of this plan.

**J. Medical Surveillance**

Medical surveillance will be provided to all employees who are injured due to overexposure from an emergency incident involving hazardous substances.

**K. Employee Training**

Employees who are not familiar with this site plan will receive training on its entire content and organization before working at the Site.

Employees who are routinely assigned to work at sites covered by this or similar Health and Safety Plans should receive annual refresher training in typical Health and Safety Plan content and its organization.

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## APPENDIX 2

LaBella Associates, P.C.  
Quality Control Program

# The Quality Control Program

**LaBELLA**

LaBella Associates, P.C.  
300 State Street  
Rochester, New York 14614

# **The Quality Control Program**

LaBella Associates, P.C.  
300 State Street  
Rochester, New York 14614

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## I. Introduction

LaBella's Quality Control (QC) Program is an integral part of its approach to phase II environmental investigations. By maintaining a rigorous QC program, our firm is able to provide accurate and reliable data for its clients. QC also provides safe working conditions for all on-site workers, thus decreasing potential client liability.

The Quality Control program contains procedures which provide for collected data to be properly evaluated, and which document that quality control procedures have been followed in the collection of samples. The quality control program represents the methodology and measurement procedures used in collecting quality field data. This methodology includes the proper use of equipment, documentation of sample collection, and sample handling practices.

Procedures used in the firm's Quality Control program are compatible with federal, state, and local regulations, as well as, appropriate professional and technical standards.

This QC program has been organized into the following areas:

- QC Objectives and Checks
- Field Equipment, Handling, and Calibration
- Sampling Techniques
- Sample Handling and Packaging

## II. Quality Control Objectives

The United States Environmental Protection Agency (EPA) has identified five general levels of analytical data quality as being potentially applicable to site investigations conducted under CERCLA. These levels are summarized below:

- **Level I - Field screening.** This level is characterized by the use of portable instruments which can provide real-time data to assist in the optimization of sampling point locations and for health and safety support. Data can be generated regarding the presence or absence of certain contaminants (especially volatiles) at sampling locations.
- **Level II - Field analysis.** This level is characterized by the use of portable analytical instruments which can be used on site or in mobile laboratories stationed near a site (close-support labs). Depending upon the types of contaminants, sample matrix, and personnel skills, qualitative and quantitative data can be obtained.
- **Level III - Laboratory analysis using methods other than the Contract Laboratory Program (CLP) Routine Analytical Services (RAS).** This level is used primarily in support of engineering studies using standard EPA-approved procedures. Some procedures may be equivalent to CLP RAS, without the CLP requirements for documentation.
- **Level IV - CLP Routine Analytical Services.** This level is characterized by rigorous QC protocols and documentation and provides qualitative and quantitative analytical data. Some regions have obtained similar support via their own regional laboratories, university laboratories, or other commercial laboratories.
- **Level V - Non-standard methods.** Analyses which may require method modification and/or development. CLP Special Analytical Services (SAS) are considered Level V.

Unless stated otherwise, all data will be generated in accordance with Levels III & IV. When CLP methodology is not available, federal and state approved methods will be utilized. Level III will be utilized, as necessary, for non-CLP RAS work which may include ignitability, corrosivity, reactivity, toxicity, and other state approved parameters for characterization. Level I will be used throughout the Rush Associates, LLC Voluntary Investigation for health and safety monitoring activities.

All measurements will be made to provide that analytical results are representative of the media and conditions measured. Unless otherwise specified, all data will be calculated and reported in units consistent with other organizations reporting similar data to allow comparability of data bases among organizations. Data will be reported in ug/L and mg/L for aqueous samples, and ug/kg and mg/kg (dry weight) for soils, or otherwise as applicable.

The characteristics of major importance for the assessment of generated data are accuracy, precision, completeness, representativeness, and comparability. Application of these characteristics to specific projects are addressed later in this document. The characteristics are defined below.

### **2.1. Accuracy**

Accuracy is the degree of agreement of a measurement or average of measurements with an accepted reference or "true" value and is a measure of bias in the system.

### **2.2. Precision**

Precision is the degree of mutual agreement among individual measurements of a given parameter.

### **2.3. Completeness**

Completeness is a measure of the amount of valid data obtained from a measurement system compared to the amount expected to be obtained under correct normal conditions.

### **2.4. Representativeness**

Representativeness expresses the degree to which data accurately and precisely represent a characteristic of a population, parameter variations at a sampling point, a process condition, or an environmental condition

Careful choice and use of appropriate methods in the field will ensure that samples are representative. This is relatively easy with water or air samples since these components are homogeneously dispersed. In soil and sediment, contaminants are unlikely to be evenly distributed, and thus it is important for the sampler and analyst to exercise good judgment when removing a sample.

### **2.5. Comparability**

Comparability expresses the confidence with which one data set can be compared to another. The data sets may be inter- or intra- laboratory.

### III. Measurement of Data Quality

#### 3.1. Accuracy

Accuracy of a particular analysis is measured by assessing its performance with "known" samples. These "knowns" take the form of EPA standard reference materials, or laboratory prepared solutions of target analytes spiked into a pure water or sample matrix. In the case of GC or GC/MS analyses, solutions of surrogate compounds which can be spiked into every sample and are designed to mimic the behavior of target analytes without interfering with their determination are used.

In each case the recovery of the analyte is measured as a percentage, correcting for analytes known to be present in the original sample if necessary, as in the case of a matrix spike analysis. For EPA supplied known solutions, this recovery is compared to the published data that accompany the solution.

For the firm's prepared solutions, the recovery is compared to EPA-developed data or the firm's historical data as available. For surrogate compounds, recoveries are compared to EPA CLP acceptable recovery tables.

If recoveries do not meet required criteria, then the analytical data for the batch (or, in the case of surrogate compounds, for the individual sample) are considered potentially inaccurate. The analyst or his supervisor must initiate an investigation of the cause of the problem and take corrective action. This can include recalibration of the instrument, reanalysis of the QC sample, reanalysis of the samples in the batch, or flagging the data as suspect if the problems cannot be resolved. For highly contaminated samples, recovery of the matrix spike may depend on sample homogeneity. As a rule, analyses are not corrected for recovery of matrix spike or surrogate compounds.

#### 3.2. Precision

Precision of a particular analysis is measured by assessing its performance with duplicate or replicate samples. Duplicate samples are pairs of samples taken in the field and transported to the laboratory as distinct samples. Their identity as duplicates is sometimes not known to ASC and usually not known to bench analysts, so their usefulness for monitoring analytical precision at bench level is limited. For most purposes, precision is determined by the analysis of replicate pairs (i.e., two samples prepared at the laboratory from one original sample). Often in replicate analysis the sample chosen for replication does not contain target analytes so that quantitation of precision is impossible. For EPA CLP analyses, replicate pairs of spiked samples, known as matrix spike/matrix spike duplicate samples, are used for precision studies. This has the advantage that two real positive values for a target analyte can be compared.

Precision is calculated in terms of Relative Percent Difference (RPD).

- Where  $X_1$  and  $X_2$  represent the individual values found for the target analyte in the two replicate analyses or in the matrix spike/matrix spike duplicate analyses.
- RPDs must be compared to the method RPD for the analysis. The analyst or his supervisor must investigate the cause of RPDs outside stated acceptance limits. This may include a visual inspection of the sample for non homogeneity, analysis of check samples, etc. Follow-up action may include sample reanalysis or flagging of the data as suspect if problems cannot be resolved.
- During the data review and validation process (see Section 9), field duplicate RPDs are assessed as a measure of the total variability of both field sampling and laboratory analysis.

### 3.3. Completeness

Completeness for each parameter is calculated as follows:

- The firm's target value for completeness for all parameters is 100%. A completeness value of 95% will be considered acceptable. Incomplete results will be reported to the site managers. In planning the field sample collection, the site manager will plan to collect field duplicates from identified critical areas. This procedure should assure a 100% completeness for these areas.

### 3.4. Representativeness

The characteristic of representativeness is not quantifiable. Subjective factors to be taken into account are as follows:

- The degree of homogeneity of a site;
- The degree of homogeneity of a sample taken from one point in a site; and
- The available information on which a sampling plan is based.

To maximize representativeness of results, sampling techniques and sample locations will be carefully chosen so that they provide laboratory samples representative of the site and the specific area. Within the laboratory, precautions are taken to extract from the sample bottle an aliquot representative of the whole sample. This includes premixing the sample and discarding pebbles from soil samples.

#### IV. QC Targets

Target values for detection limit, percent spike recovery and percent "true" value of known check standards, and RPD of duplicates/replicates are included in the QCP, Analytical Procedures. Note that tabulated values are not always attainable. Instances may arise where high sample concentrations, non homogeneity of samples, or matrix interferences preclude achievement of target detection limits or other quality control criteria. In such instances, the firm will report reasons for deviations from these detection limits or noncompliance with quality control criteria.

## **V. Sampling Procedures**

This section describes the sampling procedures to be utilized for each environmental medium that will be collected and analyzed in accordance with appropriate state and federal requirements. All procedures described are consistent with EPA sampling procedures as described in SW-846, third edition, September 1986. All samples will be delivered to the laboratory within 24 to 28 hours of collection.

## **VI. Groundwater Investigation**

The groundwater sampling plan outlined in this subsection has been prepared in general accordance with RCRA Groundwater Monitoring Technical Enforcement Guidance Document 9950.1 (September 1986), Office of Solid Waste and Emergency Response.

Prior to drilling, all drill sites will be cleared with appropriate utility companies to avoid potential accidents relating to underground utilities.

### **6.1. Test Borings And Well Installation**

#### **6.1.1. Drilling Equipment**

The drilling and installation of monitoring wells will be performed using a rotary drill rig which will have sufficient capacity to perform 4 1/2-inch inside diameter (ID) hollow-stem auger drilling in the overburden, retrieve split-spoon samples, and perform necessary rock coring to provide a minimum 3-inch diameter core, known in the industry as "NX." The borehole may be reamed to 5 1/2-inch diameter prior to monitoring well installation as cased hole in the bedrock, or may be left as open hole, with NYSDEC concurrence.

#### **6.1.2. Drilling Techniques**

Prior to initiating drilling activities, the drilling rig, augers, rods, split spoons, pertinent equipment, well pipe and screens will be steam cleaned. This cleaning procedure will also be used between each boring. These activities will be performed in a designated on-site decontamination area. Throughout and after the cleaning processes, direct contact between the equipment and the ground surface will be avoided. Plastic sheeting and/or clean support structures (e.g., pallets, sawhorses) will be used. The drilling rig and all equipment will be steam cleaned upon completion of the investigation and prior to leaving the site.

Test borings will be advanced with 4 1/2-inch (ID) hollow stem augers through overburden, and NX-sized diamond core barrels in competent rock, driven by truck-, track-, or trailer-mounted drilling equipment. Alternative methods of drilling or equipment may be allowed or requested for site-specific criteria, but must be approved by the NYSDEC. Drilling fluids, other than water from a NYSDEC-approved source, will not be allowed without special consideration and agreement from NYSDEC. The use of lubricants is also not allowed unless approved by the NYSDEC representative. One sample from each drilling water source may be analyzed for full TCL.

It will be the responsibility of the consultant to arrange for the appropriate drilling equipment to be present at the site. Standby time to arrange for additional equipment or a water supply will not be allowed unless caused by unexpected site conditions.

During the drilling, a photoionization detector (PID) will be used to monitor the gases exiting the hole. Auger cuttings will be contained if the PID meter readings are greater than 5 ppm above background or the cuttings show visible evidence of contamination.

Where bedrock wells are required, test borings shall be advanced into rock with NX coring tools. Only water from an approved source shall be used in rock coring. The consultant shall monitor and record the petrology, core recovery, fractures, rate of advance, water levels, and water lost or produced in each test boring. The Rock Quality Determination (RQD) value shall be calculated for each 5-foot core. Each core shall be screened with a PID upon extraction to determine proper handling procedure. All core samples shall be retained and stored by the consultant, for review by NYSDEC, in an approved wooden core box for a period of not less than one year.

Bedrock well installation will involve construction of a rock socket. The socket will be drilled into the top of rock at each bedrock well location to allow permanent 3-inch casing to be grouted securely in place prior to completion of the well. The purpose for this is to provide a seal at the overburden/bedrock interface and into the upper bedrock surface, to prevent the entrance of overburden water into the bedrock.

To construct the rock socket, a core hole will be reamed out to a minimum diameter of 3 7/8-inches and set into the first 5-feet of bedrock. This will allow the placement of permanent 3-inch diameter Polyvinyl chloride (PVC) well casing into the bedrock surface. The method selected may be percussion or rotary drilling at the option of the subcontractor. The method and equipment selected must be capable of penetrating the bedrock at each well location to a depth required by the work plan and will be selected based on the results of the rock coring performed.

While the augers are seated on top of bedrock, a cement grout will be tremied into the bedrock socket. Once sufficient grout has been placed, the 3-inch PVC casing will be lowered into the bedrock socket. A PVC plug will be placed in the end of the 3-inch PVC casing, prior to insertion in the borehole, to prevent grout from entering the PVC casing. Once the 3-inch PVC casing is in place, the augers can be removed and the remaining grout should be added. After the grout and 3-inch PVC casing have set up for 24 hours, the remaining amount of bedrock can be NX cored through the 3-inch PVC casing to a depth determined by the workplan as shown in Figure 1.

In certain circumstances temporary overburden wells may be installed with a direct push, geoprobe rig. In these cases two inch outside diameter steel probes are pushed directly into the overburden, the probes are withdrawn and either 3/4 inch or 1 1/4 inch PVC mini wells are installed directly into the borings. Mini wells utilize 3 foot threaded machine slotted screens, in instances where a longer screened section is desired multiple screened sections may be joined together. The mini well screen slot size will be selected based on the filter pack grain size and the ability to hold back 85 percent or more of the filter pack materials. Screen and riser sections shall be joined by flush-threaded coupling to form watertight unions that retain 100% of the strength of the casing. Solvent PVC glue shall not be used at any time in the construction of the mini wells. The bottom of the screen shall be sealed with a treated cap or plug.

### **6.1.3. Well Casing (Riser)**

The well riser shall consist of 2-inch or 4-inch diameter, threaded flush-joint PVC pipe. All well risers will conform to the requirements of ASTM-D 1785 Schedule 40 pipe, and shall bear markings that will identify the material as that which is specified. All materials used to construct the wells will be NSF/ASTM approved.

### **6.1.4. Well Screen**

Generally, wells will be constructed with 10-foot machine-slotted screens, unless otherwise specified or dictated by field conditions (i.e., screens of less than 10-feet in length may be used, depending on the characteristics of the well). The well screen slot size will be selected based on the filter pack grain size and the ability to hold back 85 percent or more of the filter pack materials. Screen and riser sections shall be joined by flush-threaded coupling to form watertight unions that retain 100% of the strength of the casing. Solvent PVC glue shall not be used at any time in the construction of the wells. The bottom of the screen shall be sealed with a treated cap or plug. No lead shot or lead wool is to be employed in sealing the bottom of the well or for sealant at any point in the well.

All risers and screens shall be set round, plumb, and true to line.

### **6.1.5. Artificial Sand Pack**

Granular backfill will be chemically and texturally clean (as determined using a 10x hand lens), inert, siliceous, and of appropriate grain size for the screen slot size and the host environment. Sand pack grain size will be selected based on sieve analyses of formation samples. The sand pack will be installed using a tremie pipe and the casing will be equipped with centralizers (wells 15 ft. or deeper only) to minimize the tendency for particle separation and bridging.. Prior to casing and screen insertion, a minimum of 1-foot of gravel-pack bedding will be placed in the bottom of the hole. The well screen and casing will be installed, and the sand pack placed around the screen and casing to a depth extending at least 25 percent of the screen length above the top of the screen.

### **6.1.6. Bentonite Seal**

A minimum 2-foot thick seal of tamped bentonite pellets will be placed directly on top of the sand pack, and care will be taken to avoid bridging. The seal will be measured immediately after placement, without allowance for swelling.

### **6.1.7. Grout Mixture**

Upon completion of the bentonite seal, the well will be grouted with a non-shrinking cement grout (e.g., Volclay<sup>R</sup>) mix to be placed from the top of the bentonite seal to the ground surface. The cement grout shall consist of a mixture of Portland cement (ASTM C 150) and water, in the proportion of not more than 7 gallons of clean water per bag of cement (1 cubic foot or 94 pounds). Additionally, 3% by weight of bentonite powder shall be added, if permitted.

#### **6.1.8. Surface Protection**

At all times during the progress of the work, precautions shall be used to prevent tampering with or the entrance of foreign material into the well. Upon completion of the well, a suitable vented cap shall be installed to prevent material from entering the well. The PVC well riser shall be surrounded by a steel casing rising 24 to 36 inches above ground level and set into a concrete pad. The steel casing shall extend below the frost zone to avoid heaving and loss of integrity. The steel casing shall be provided with a cap and lock. A concrete pad, sloped away from the well, shall be constructed around the well casing at ground level. The steel protective casing shall be painted with permanent high-visibility paint. The ground immediately around the top of the well shall be sloped away from the well. There shall be an opening in the protective casing wall at the top of the cement pad to allow for internal drainage.

Any well that is to be temporarily removed from service or left incomplete due to delay in construction shall be capped with a watertight cap and equipped with a "vandal-proof" cover, satisfying applicable NYSDEC regulations or recommendations.

#### **6.1.9. Surveying**

Coordinates and elevations will be established for each monitoring well and sampling location. Elevations to the closest 0.01 foot shall be used for the survey. These elevations shall be referenced to a regional, local, or project-specific datum. USGS benchmarks will be used whenever available. The location, identification, coordinates, and elevations of the wells will be plotted on maps with a scale large enough to show their location with reference to other structures at each site.

#### **6.1.10. Well Development**

After completion of the well, but not sooner than 24 hours after grouting is completed, development will be accomplished using pumping, bailing, or surge blocking. No dispersing agents, acids, disinfectants, or other additives will be used during development or introduced into the well at any other time. During development, water will be removed throughout the entire water column by periodically lowering and raising the pump intake (or bailer stopping point).

Well development will include washing the entire well cap and the interior of the well casing above the water table, using only water from the well itself. As a result of this operation, the well casing will be free of extraneous materials (grout, bentonite, and sand) inside the riser, well cap, and blank casing between top of the well casing and water table. This washing will be conducted before and/or during development; not after development. Development water will be either properly contained and treated as waste until the results of chemical analysis of samples are obtained or discharged on site as determined by the site-specific work plans and/or consultation with the NYSDEC representatives on site.

The development process will continue until a stabilization of pH, specific conductance, temperature, and clarity (goal of <50 NTUs) of the discharge is achieved or for a maximum of two hours.

After final development of the well, water levels will be recorded and approximately 1 liter of water from the well will be collected in a clear glass jar, labeled and photographed, and submitted as part of the well log. The photograph will be taken to show the relative clarity of the water. Visual identification of the physical characteristics of removed sediments will also be recorded.

## VII. Geologic Logging and Sampling

At each well location, the boring will be advanced through overburden using a drill rig and hollow-stem auger, and soils will be visually inspected for stains and monitored with an PID to help determine potential for vertical migration of contaminants. Soil samples will be collected at 5-foot intervals in the unsaturated soil zone with a split-spoon sampler and continuously in the saturated zone. Selected wells will be sampled continuously over the entire depth of the well. The sampling device will be decontaminated according to procedures outlined in the Decontamination section of this document. The split-spoon sampler will be driven into the soil using a 140-pound safety hammer and allowed to free-fall 30-inches, in accordance with ASTM-D 1586-84 specifications. The number of blows required to drive the sampler each 6-inches of penetration will be recorded. Soil samples will be screened in the field for volatile organic vapors using a PID, classified in accordance with Unified Soil Classification System (USCS) specifications, and logged. Samples will be stored in glass jars until they are needed for testing or the project is complete.

All samples will be screened with a PID during collection. The headspace of all split-spoon samples taken in the field will be screened using U. S. EPA method 3810.

Monitoring well borings will be advanced to maximum design depth below the ground surface, as indicated by the workplan for each site. If hard boulders or bedrock result in auger refusal, rock coring will be used to advance the hole to design depth. If hydrogeologic conditions are favorable for well installation at a depth less than design, the well will be installed at the boring or coring termination depth. In the event that maximum design depth is reached and hydrogeologic conditions are not suitable for well installation, the maximum drilling depth will be revised. Hydrogeologic suitability for well emplacement will be determined by the supervising geologist in consultation with NYSDEC, based on thickness and estimated hydraulic conductivity of the saturated zone encountered. If necessary, the borehole will be advanced to water or abandoned.

Boulders and bedrock encountered during well installation shall be cored by standard diamond-core drilling methods using an "NX" size core barrel. All rock cores recovered will be logged by a geologist, labeled, photographed, and stored in wooden core boxes. The photographs will be submitted as part of the completed boring logs. The cores will be stored by the firm until the project is completed or for at least one year. Drilling logs will be prepared by an experienced geologist or geotechnical engineer, who will be present during all drilling operations. One copy of each field boring and well construction log, including color photographs of the rock core, if encountered, and groundwater data, will be submitted as part of the RI/FS report. The RQD value shall be calculated for each 5-foot section. Information provided in the logs shall include, but not be limited to, the following:

- Date, test hole identification, and project identification;
- Name of individual developing the log;
- Name of driller and assistant(s);

- Drill, make and model, auger size;
- Identification of alternative drilling methods used and justification thereof (e.g., rotary drilling with a specific bit type to remove material from within the hollow stem augers);
- Standard penetration test (ASTM D-1586) blow counts;
- Field diagram of each monitoring well installed with the depth to bottom of screen, top of screen, and pack, bentonite seal, etc.;
- Reference elevation for all depth measurements;
- Depth of each change of stratum;
- Thickness of each stratum;
- Identification of the material of which each stratum is composed, according to the USCS system or standard rock nomenclature, as appropriate;
- Depth interval from which each sample was taken;
- Depth at which hole diameters (bit sizes) change;
- Depth at which groundwater is encountered;
- Depth to static water level and changes in static water level with well depth;
- Total depth of completed well;
- Depth or location of any loss of tools or equipment;
- Location of any fractures, joints, faults, cavities, or weathered zones;
- Depth of any grouting or sealing;
- Nominal hole diameters;
- Amount of cement used for grouting or sealing;
- Depth and type of well casing;
- Description of well screen (to include depth, length, location, diameter, slot sizes, material, and manufacturer);
- Any sealing-off of water-bearing strata;
- Static water level upon completion of the well and after development;
- Drilling date or dates;
- Construction details of well; and
- An explanation of any variations from the work plan.

## VIII. Hydraulic Conductivity Testing Procedures

Single-well, rising head tests will be performed in order to determine the in-place hydraulic conductivity of unconsolidated and/or consolidated geologic materials which occur in the monitoring interval of newly installed wells. The tests will be performed by a qualified hydrogeologist. These tests involve lowering the water level in the well and measuring the change in head with respect to time as the well is allowed to recover. In wells which are slow to recover, the water level will be bailed down as described below. The measurements in these wells will be taken manually. Wells which recover too quickly for this method will be tested by removing one bailer of water and the recovery measured by means of a pressure transducer system.

The rising head tests for wells with rapid recovery rates will be conducted as follows:

- The static water level in the well to be tested is measured and recorded;
- The pressure transducer is placed in the well to a minimum depth of three feet below the static water level;
- Readings are made using the data logger until three consecutive readings are the same (equilibrium conditions);
- The data logger is then calibrated to read 0.00 feet at static conditions. A pre-cleaned bailer is then lowered into the well and placed just below the water surface.
- Water level measurements are made until the water level returns to static conditions following introduction of the bailer. If static conditions are not reached within 15 minutes following introduction of the bailer, the well will be tested using the procedures described below for slow recovery wells;
- Once static conditions are reestablished, the bailer is rapidly removed from the water column thereby creating an instantaneous decline of the water level in the well. Coincident with the withdrawal of the bailer, automatic logging of the water levels is initiated using the data logger. The primary goal in the recovery test is to "instantaneously" remove a volume of water that will result in a measurable head decline, the recovery of which (to static conditions) can be monitored over time. Such an instantaneous withdrawal results in recovery due to contributions of flow from the surrounding formation. This flow is controlled by its hydraulic conductivity and not by other factors such as storage effects;
- The water level measurements will continue until water levels recover to within a minimum of 10 percent of the original static water level (90 percent recovery), or an elapsed time of one hour. If the well has not recovered to static conditions after one hour at the discretion of the hydrogeologist, the transducer will be removed and the well will be tested at a later date using the procedures described below for slow recovery wells.
- Data stored in the data loggers will be "dumped" to a hard copy printout using a field printer or to a magnetic disk using a portable computer. If field printouts are used, they will be dated and signed by the hydrogeologist.

For wells with slow recovery rates, the following procedures will be used:

- The static water level is measured and recorded;
- The well is bailed by hand until the depth to water appears to stabilize based on the depth of travel of the bailer rope or to the top of the open or screened interval in wells which are screened below the standing water level;
- The bailer is then removed and water level measurements are collected by hand (measuring tape or electronic water level indicator) at a frequency which will provide approximately 15 to 20 data points during recovery (to within 10 percent of the total drawdown), if feasible. Water level measurements are recorded on the hydraulic conductivity testing report.
- A pre-cleaned bailer (one for each well) will be used in the rising head testing. All equipment entering the well, such as the transducer and transducer cable, will be cleaned prior to reuse in accordance with the Decontamination section below. All well water and rinse water generated by the tests will be collected in appropriate containers and disposed of in accordance with the Investigation Derived Materials section below.
- The data from both types of rising head tests will be reduced and evaluated.
- The following equation will be used to calculate the in-situ hydraulic conductivity of the formation opposite the interval of the piezometer (Hvorslev, 1951).

Where:

- K = hydraulic conductivity (ft./min.)
- d = casing diameter (ft.)
- L = intake length (ft.)
- D = intake diameter (ft.)
- $t_1$  = time 1 from semilog graph (min.)
- $t_2$  = time 2 from semilog graph (min.)
- $H_1$  = residual head (ft.) corresponding to  $t_1$
- $H_2$  = residual head (ft.) corresponding to  $t_2$
- m = square root of the ratio of horizontal to vertical permeability (an estimated value)

## IX. Groundwater Sampling Procedures

The groundwater in all new and existing monitoring wells will be allowed to stabilize for 7 days following development and permeability testing. Water levels will be measured to within 0.01 foot prior to purging and sampling. A temporary staff gauge or other surface water elevation measuring device will be established on any nearby surface water body, which may significantly influence groundwater movement. The surface elevation of these water bodies will be checked whenever groundwater elevations are measured. Purging and sampling of each well will be accomplished using precleaned dedicated PVC bailers on new polypropylene line. purging will be less aggressive than development to avoid turbidity problems (e.g., avoid "free-falling" bailers). In general, wells will be purged until the pH, conductivity, temperature, and turbidity of the water being pumped from the well have stabilized. All wells will be purged of at least three well-bore volumes or to dryness.

Groundwater samples will be collected according to the following procedures and in the volumes specified in Table 5-1:

- Water clarity will be quantified during sampling with a turbidity meter;
- When transferring water from the bailer or pump line to sample containers, care will be taken to avoid agitating the sample, since agitation promotes the loss of volatile constituents;
- Any observable physical characteristics of the groundwater (e.g., color, sheen, odor, turbidity) at the time of sampling will be recorded; and
- Weather conditions (i.e., air temperature, sky condition, recent heavy rainfall, drought conditions) at the time of sampling will be recorded.

All groundwater samples and their accompanying QC samples will be run for volatile organic chemicals using NYSDEC ASP 91-1.

## **X. Geotechnical Sampling**

A grain size analysis will be conducted by sieving for two non-cohesive units, and Atterberg limits for one cohesive unit, (ASTM methods D 4318-84 and D 422-63, respectively) in each borehole. Grain size analysis by hydrometer will be performed on soils where 20 percent of the sample is less than No. 200 sieve size (i.e., silt or clay). Site-specific work plans indicate specific sampling requirements for physical or geotechnical testing.

Remolded permeability samples will be analyzed in accordance with ASTM D-5084.

## **XI. Decontamination**

Sampling methods and equipment have been chosen to minimize decontamination requirements and to prevent the possibility of cross-contamination. Decontamination of equipment will be performed between discrete sampling locations. Equipment used to collect samples between composite sample locations will not require decontamination between collection of samples. All drilling equipment will be decontaminated prior to drilling, after drilling each monitoring well, and after the completion of all drilling. Special attention will be given to the drilling assembly, augers, and PVC casing and screens.

Drilling decontamination will consist of:

- Steam cleaning;
- Scrubbing with brushes, if soil remains on equipment; and
- Steam rinse.

Split spoons and other non-disposable equipment will be decontaminated between each sampling event. The sampler will be cleaned prior to each use, by one of the following procedures:

- Initially cleaned of all foreign matter;
- Scrubbed with brushes in trisodium phosphate or alconox solution;
- Rinsed with deionized water;
- Rinsed with pesticide grade methanol;
- Triple rinsed with deionized water; and
- Allowed to air dry.

## XII. Sample Containers

The volumes and containers required for the sampling activities are included in pre-washed sample containers will be ordered directly from a firm, which prepares the containers in accordance with EPA bottle washing procedures.

**Table 1**  
**Water Samples**

| Type of Analysis              | Type and Size of Container                               | Number of Containers and Sample Volume (per sample) | Preservation                                                   | Maximum Holding Time |
|-------------------------------|----------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------|----------------------|
| Purgeable (volatile) Organics | 40-ml glass vial with Teflon-backed septum               | Two (2); fill completely, no air space              | Cool to 4° C (ice in cooler)                                   | 7 days               |
| Metals                        | 1-liter polyethylene bottle with polyethylene-lined caps | One (1); fill 7/8 full                              | Nitric acid to be below pH 2 (approx. 1.5 ml conc., per liter) | 6 months*            |

\* Holding time is based on verified time of sample receipt at laboratory.

Note: All sample bottles will be prepared in accordance with USEPA bottle washing procedures. These procedures are incorporated in LaBella Associates Quality Control Procedures Manual, January, 1992

**TABLE 2**  
**Soil Samples**

| Type of Analysis              | Type and Size of Container            | Number of Containers and Sample Volume (per sample) | Preservation                 | Maximum Holding Time                                    |
|-------------------------------|---------------------------------------|-----------------------------------------------------|------------------------------|---------------------------------------------------------|
| Purgeable (volatile) Organics | 8-oz. glass jar with Teflon-lined cap | Two (2), fill as completely as possible             | Cool to 4° C (ice in cooler) | 7 days                                                  |
| Metals                        | 8-oz. glass jar with Teflon-lined cap | One (1); fill half full                             | Cool to 4° C (ice in cooler) | 6 months**                                              |
| RCRA Characterization         | 8-oz. glass jar with Teflon-lined cap | One (1); fill completely                            | Cool to 4° C (ice in cooler) | Must be extracted within 10 days; analyzed with 30 days |

\* Holding time is based on the times from verified time of sample receipt at the laboratory.

**Note:** All sample bottles will be prepared in accordance with USEPA bottle washing procedures. These procedures are incorporated in LaBella Associates Quality Control Procedures Manual, January, 1992.

**TABLE 3**  
**List of Major Instruments to be Used for Sampling**  
**and**  
**Analysis Program**

- MSA 360 O<sub>2</sub> /Explosimeter
- Photovac Micro Tip
- Organic Vapor Analyzer Foxboro (128)
- Hollige Series 963 Nephelometer (turbidity meter)
- EM-31 Geonics Electromagnetic Induction Device
- pH/Temperature/Conductivity Meter - Portable
- Hewlett Packard (HP) 1000 computer with RTE-6 operating system; and HP 9144 computer with RTE-4 operating system equipped with Aquarius software for control and data acquisition from gas chromatograph/mass spectrometer (GC/MS) systems; combined Wiley and National Bureau of Standards (NBS) mass spectral library; and data archiving on magnetic tape
- Varian 6000 and 37000 gas chromatographs equipped with flame ionization, electron capture, photoionization and wall detectors as appropriate for various analyses, and interfaced to Varian DS604 or DS634 data systems for processing data.
- Spectra-Physics Model SP 4100 and SP 4270 and Varian 4270 scanning integrators
- Perkin Elmer (PE) 3000% and 3030% fully Automated Atomic Absorption Spectrophotometers (AAS) with Furnace Atomizer and background correction system
- PE Plasma II Inductively Coupled Argon Plasma (ICAP) Spectrometer with PE7500 laboratory computer
- Dionex 20001 ion chromatograph with conductivity detector for anion analysis, with integrating recorder

### **XIII. Sample Custody**

This section describes standard operating procedures for sample identification and chain-of-custody to be utilized for all Phase II field activities. The purpose of these procedures is to ensure that the quality of the samples is maintained during their collection, transportation, and storage through analysis. All chain-of-custody requirements comply with standard operating procedures indicated in EPA sample handling protocol.

Sample identification documents must be carefully prepared so that sample identification and chain-of-custody can be maintained and sample disposition controlled. Sample identification documents include:

- Field notebooks,
- Sample label,
- Custody seals, and
- Chain-of-custody records.

## **XIV. Chain-of-Custody**

The primary objective of the chain-of-custody procedures is to provide an accurate written or computerized record that can be used to trace the possession and handling of a sample from collection to completion of all required analyses. A sample is in custody if it is:

- In someone's physical possession;
- In someone's view;
- Locked up; or
- Kept in a secured area that is restricted to authorized personnel.

### **14.1. Field Custody Procedures**

- As few persons as possible should handle samples.
- Sample bottles will be obtained precleaned from a source such as I-Chem. Coolers or boxes containing cleaned bottles should be sealed with a custody tape seal during transport to the field or while in storage prior to use.
- The sample collector is personally responsible for the care and custody of samples collected until they are transferred to another person or dispatched properly under chain-of-custody rules.
- The sample collector will record sample data in the notebook.
- The site manager will determine whether proper custody procedures were followed during the fieldwork and decide if additional samples are required.

### **14.2. Sample Tags**

Sample tags attached to or affixed around the sample container must be used to properly identify all samples collected in the field. The sample tags are to be placed on the bottles so as not to obscure any QC lot numbers on the bottles; sample information must be printed in a legible manner using waterproof ink. Field identification must be sufficient to enable cross-reference with the logbook. For chain-of-custody purposes, all QC samples are subject to exactly the same custodial procedures and documentation as "real" samples.

### **14.3. Transfer of Custody and Shipment**

- The coolers in which the samples are packed must be accompanied by a chain-of-custody record. When transferring samples, the individuals relinquishing and receiving them must sign, date, and note the time on the chain-of-custody record. This record documents sample custody transfer
- Shipping containers must be sealed with custody seals for shipment to the laboratory. The method of shipment, name of courier, and other pertinent information are entered in the "Remarks" section of the chain-of-custody record and traffic reports.

- All shipments must be accompanied by the chain-of-custody record identifying their contents. The original record accompanies the shipment. The other copies are distributed appropriately to the site manager.
- If sent by mail, the package is registered with return receipt requested. If sent by common carrier, a bill of lading is used. Freight bills, Postal Service receipts, and bill of lading are retained as part of the permanent documentation.

#### **14.4. Chain-of-Custody Record**

The chain-of-custody record must be fully completed in duplicate, using black carbon paper where possible, by the field technician who has been designated by the project manager as responsible for sample shipment to the appropriate laboratory for analysis. In addition, if samples are known to require rapid turnaround in the laboratory because of project time constraints or analytical concerns (e.g., extraction time or sample retention period limitations, etc.), the person completing the chain-of-custody record should note these constraints in the "Remarks" section of the record.

#### **14.5. Laboratory Custody Procedures**

A designated sample custodian accepts custody of the shipped samples and verifies that the sample identification number matches that on the chain-of-custody record and traffic reports, if required. Pertinent information as to shipment, pickup, and courier is entered in the "Remarks" section.

#### **14.6. Custody Seals**

Custody seals are preprinted adhesive-backed seals with security slots designed to break if the seals are disturbed. Sample shipping containers (coolers, cardboard boxes, etc., as appropriate) are sealed in as many places as necessary to ensure security. Seals must be signed and dated before use. On receipt at the laboratory, the custodian must check (and certify, by completing the package receipt log and LABMIS entries) that seals on boxes and bottles are intact. Strapping tape should be placed over the seals to ensure that seals are not accidentally broken during shipment.

## **XV. Documentation**

### **15.1. Sample Identification**

All containers of samples collected from the project will be identified using the following format on a label or tag fixed to the sample container (labels are to be covered with Mylar tape):

**XX-YY-O/D**

- **XX** This set of initials indicates the specific Phase II sampling project
- **YY** These initials identify the sample location. Actual sample locations will be recorded in the task log.
- **O/D** An "O" designates an original sample; "D" identifies it as a duplicate.

Each sample will be labeled, chemically preserved, if required and sealed immediately after collection. To minimize handling of sample containers, labels will be filled out prior to sample collection. The sample label will be filled out using waterproof ink and will be firmly affixed to the sample containers and protected with Mylar tape. The sample label will give the following information:

- Name of sampler,
- Date and time of collection,
- Sample number,
- Analysis required,
- pH, and
- Preservation.

### **15.2. Daily Logs**

Daily logs and data forms are necessary to provide sufficient data and observations to enable participants to reconstruct event that occurred during the project and to refresh the memory of the field personnel if called upon to give testimony during legal proceedings. All daily logs will be kept in a bound waterproof notebook containing numbered pages. All entries will be made in waterproof ink, dated, and signed. No pages will be removed for any reason. Corrections will be made according to the procedures given at the end of this section. The daily logs will include a site log and task log.

The site log is the responsibility of the site manager and will include a complete summary of the day's activity at the site.

The Task Log will include:

- Name of person making entry (signature).
- Names of team members on-site.
- Levels of personnel protection:
  - Level of protection originally used;
  - Changes in protection, if required; and
  - Reasons for changes.

- Time spent collecting samples.
- Documentation on samples taken, including:
  - Sampling location and depth station numbers;
  - Sampling date and time, sampling personnel;
  - Type of sample (grab, composite, etc.); and
  - Sample matrix.
- On-site measurement data.
- Field observations and remarks.
- Weather conditions, wind direction, etc.
- Unusual circumstances or difficulties.
- Initials of person recording the information.

## **XVI. Corrections to Documentation**

### **16.1. Notebook**

As with any data logbooks, no pages will be removed for any reason. If corrections are necessary, these must be made by drawing a single line through the original entry (so that the original entry can still be read) and writing the corrected entry alongside. The correction must be initialed and dated. Most corrected errors will require a footnote explaining the correction.

### **16.2. Sampling Forms**

As previously stated, all sample identification tags, chain-of-custody records, and other forms must be written in waterproof ink. None of these documents are to be destroyed or thrown away, even if they are illegible or contain inaccuracies that require a replacement document.

If an error is made on a document assigned to one individual, that individual may make corrections simply by crossing a line through the error and entering the corrected information. The incorrect information should not be obliterated. Any subsequent error discovered on a document should be corrected by the person who made the entry. All corrections must be initialed and dated.

### **16.3. Photographs**

Photographs will be taken as directed by the site manager. Documentation of a photograph is crucial to its validity as a representation of an existing situation. The following information will be noted in the task log concerning photographs:

- Date, time, location photograph was taken;
- Photographer (signature);
- Weather conditions;
- Description of photograph taken;
- Reasons why photograph was taken;
- Sequential number of the photograph and the film roll number; and
- Camera lens system used.

After the photographs have been developed, the information recorded in the field notebook should be transferred to the back of the photographs

## **XVII. Sample Handling, Packaging, and Shipping**

The transportation and handling of samples must be accomplished in a manner that not only protects the integrity of the sample, but also prevents any detrimental effects due to the possible hazardous nature of samples. Regulations for packaging, marking, labeling, and shipping hazardous materials are promulgated by the United States Department of Transportation (DOT) in the Code of Federal Regulation, 49 CFR 171 through 177. All samples will be delivered to the laboratory with 24 to 48 hours from the day of collection.

All chain-of-custody requirements must comply with standard operating procedures in the EPA sample handling protocol. All sample control and chain-of-custody procedures applicable to the Consultant are presented in the Field Personnel Chain-of-Custody Documentation and Quality Control Procedures Manual, January 1992.

### **17.1. Sample Packaging**

Samples must be packaged carefully to avoid breakage or contamination and must be shipped to the laboratory at proper temperatures. The following sample packaging requirements will be followed:

- Sample bottle lids must never be mixed. All sample lids must stay with the original containers.
- The sample volume level can be marked by placing the top of the label at the appropriate sample height, or with a grease pencil. This procedure will help the laboratory to determine if any leakage occurred during shipment. The label should not cover any bottle preparation QC lot numbers.
- All sample bottles are placed in a plastic bag to minimize the potential for vermiculite contamination.
- Shipping coolers must be partially filled with packing materials and ice when required, to prevent the bottles from moving during shipment.
- The sample bottles must be placed in the cooler in such a way as to ensure that they do not touch one another.
- The environmental samples are to be cooled. The use of "blue ice" or some other artificial icing material is preferred. If necessary, ice may be used, provided that it is placed in plastic bags. Ice is not to be used as a substitute for packing materials.
- Any remaining space in the cooler should be filled with inert packing material. Under no circumstances should material such as sawdust, sand, etc., be used.
- A duplicate custody record and traffic reports, if required must be placed in a plastic bag and taped to the bottom of the cooler lid. Custody seals are affixed to the sample cooler.

## **17.2. Shipping Containers**

Shipping containers are to be custody-sealed for shipment as appropriate. The container custody seal will consist of filament tape wrapped around the package at least twice and custody seals affixed in such a way that access to the container can be gained only by cutting the filament tape and breaking a seal.

Field personnel will make arrangements for transportation of samples to the lab. When custody is relinquished to a shipper, field personnel will telephone the lab custodian to inform him of the expected time of arrival of the sample shipment and to advise him of any time constraints on sample analysis. The lab must be notified as early in the week as possible, and in no case later than 3 p.m. (EST) on Thursday, regarding samples intended for Saturday delivery.

## **17.3. Marking and Labeling**

- Use abbreviations only where specified.
- The words "This End Up" or "This Side Up" must be clearly printed on the top of the outer package. Upward pointing arrows should be placed on the sides of the package. The words "Laboratory Samples" should also be printed on the top of the package.
- After a sample container has been sealed, two chain-of-custody seals are placed on the container, one on the front and one on the back. The seals are protected from accidental damage by placing strapping tape over them.
- If samples are designated as medium or high hazard, they must be sealed in metal paint cans, placed in the cooler with vermiculite and labeled and placarded in accordance with DOT regulations.
- In addition, the coolers must also be labeled and placarded in accordance with DOT regulations if shipping medium and high hazard samples.

## **XVIII. Calibration Procedures and Frequency**

All instruments and equipment used during sampling and analysis will be operated, calibrated, and maintained according to the manufacturer's guidelines and recommendations as well as criteria set forth in the applicable analytical methodology references. Operation, calibration, and maintenance will be performed by personnel properly trained in these procedures. Documentation of all routine and special maintenance and calibration information will be maintained in an appropriate logbook or reference file, and will be available on request. Table 7-1 lists the major instruments to be used for sampling and analysis. Brief descriptions of calibration procedures for major field and laboratory instruments follow.

## **XIX. Field Instrumentation**

### **19.1. Photovac Micro Tip Photoionizer (PID)**

Standard operating procedures for the PID require that routine maintenance and calibration be performed every six months. Field calibration will be performed on a daily basis. The packages used for calibration are non-toxic analyzed gas mixtures available in pressurized containers.

### **19.2. Organic Vapor Analyzer**

Organic vapor analyzers (OVAs) are calibrated and routine maintenance performed every six months when the units are not in use. Calibration is performed and the major system checks are performed prior to the instrument being released for field use.

Calibration of the OVA 128 GC must be performed by a factory-authorized service representative. The instrument is removed from its protective case and the probe is connected to the base unit. After checking for an airtight seal in the sample line (plugging the sample inlet to stop the pump), the hydrogen supply is turned on and the pressure is set to 10 psi. The electronics are turned on and the instrument is allowed to warm up for at least 5 minutes. After warm up, the instrument is zeroed on the "X10" scale using the adjust knob. The flame is then lit and a gas-tight sample bag is filled with a mixture of 100 ppm methane in air. The sample bag is then attached to the probe inlet and the internal pump is allowed to draw in as much sample as is needed. R32 on the control board is adjusted to read 100 ppm on the "X10" scale and then the hydrogen supply is shut down. The pump can now be turned off and the sample bag removed. Using the adjust knob, the meter is set to read 4 ppm on the "X1" scale. Switching back to the "X10" scale the adjust knob is again used to set the meter to 40 ppm. The scale is then set to "X100" and R33 is adjusted until the meter reads 40 ppm on the "X100" scale.

The OVA has a detection limit of 0.1 ppm in methane equivalents and a working range of 0 to 1,000 ppm. During daily field use, system checks are performed which involve calibration and maintenance of the pump systems, gases, and filters. Care is taken to check for and prevent clogging or leaks. Quad rings and the burner chamber are examined on a weekly basis. Routine biannual maintenance includes a thorough cleaning as well as a re-examination of the pump system for leaks and wear. Parts are replaced as necessary. Instrument operation is verified by calibrating and running the OVA for 4 to 6 hours. An instrument specific logbook is maintained with the OVA to document its use and maintenance.

### 19.3. Conductance, Temperature, and pH Tester

Temperature and conductance instruments are factory calibrated. Temperature accuracy can be checked against an NBS certified thermometer prior to field use if necessary. Conductance accuracy may be checked with a solution of known conductance and recalibration can be instituted, if necessary.

To recalibrate conductance, remove the black plug revealing the adjustment potentiometer screw. Add standard solution to cup, discard and refill. Repeat procedure until the digital display indicates the same value twice in a row. Adjust the potentiometer until the digital display indicates the known value of conductance. To increase the digital display reading, turn the adjustment potentiometer screw counter-clockwise (clockwise to decrease).

To standardize the pH electrode and meter, place the pH electrode in the 7.0 buffer bottle. Adjust the "ZERO" potentiometer on the face of the tester so that the digital display indicates 7.00.

Then place the pH electrode in the 4.0 or 10.0 buffer bottle (depending on where you expect the actual measurement to be). Adjust the "SLOPE" potentiometer on the face of the tester so that the digital display indicates the value of the buffer chosen.

**Note:** There is interaction between the "ZERO" and "SLOPE" adjustments, so the procedure should be repeated several times.

Do not subject the pH electrode to freezing temperatures.

It is good practice to rinse the electrode in distilled water when going from one buffer to another. When not in use the cap should be kept on the electrode. Keeping the cotton in the cap moist will keep the electrode ready to use. Moisten the cotton frequently (once a week, usually).

### 19.4. O<sub>2</sub>/Explosimeter

The primary maintenance item of the Model 260 is the rechargeable 2.4 volt (V) nickel cadmium battery. The battery is recharged by removing the screw cap covering receptacle and connecting one end of the charging cable to the instrument and the other end to a 115V AC outlet.

The battery can also be recharged using a 12V DC source. An accessory battery charging cable is available, one end of which plugs into the Model 260 while the other end is fitted with an automobile cigarette lighter plug.

Recommended charging time is 16 hours.

Before the calibration of the combustible gas indicator can be checked, the Model 260 must be in operating condition. calibration check-adjustment is made as follows:

1. Attach the flow control to the recommended calibration gas tank.
2. Connect the adapter-hose to the flow control.
3. Open flow control valve.
4. Connect the adapter-hose fitting to the inlet of the instrument; after about 15 seconds the LEL meter pointer should be stable and within the range specified on the calibration sheet accompanying the calibration equipment. If the meter pointer is not in the correct range, stop the flow, remove the right hand side cover. Turn on the flow and adjust the "S" control with a small screwdriver to obtain a reading as specified on the calibration sheet.
5. Disconnect the adapter-hose fitting from the instrument.
6. Close the flow control valve.
7. Remove the adapter-hose from the flow control
8. Remove the flow control from the calibration gas tank.
9. Replace the side cover on the Model 260.

**CAUTION:** Calibration gas tank contents are under pressure. Use no oil, grease, or flammable solvents on the flow control or the calibration gas tank. Do not store calibration gas tank near heat or fire or in rooms used for habitation. Do not throw in fire, incinerate, or puncture. Keep out of reach of children. It is illegal and hazardous to refill this tank. Do not attach the calibration gas tank to any other apparatus than described above. Do not attach any gas tank other than MSA calibration tanks to the regulator.

### 19.5. Nephelometer (Turbidity Meter)

The Series 95 nephelometer is calibrated before each use. Allow the instrument to warm up for approximately 2 hours. Using turbidity-free deionized water, zero the meter. Set the scale to 100, fill with a 40 NTU standard (AEPA-1 turbidity standard from Advanced Polymer Systems, Inc.), and insert into the instrument. Adjust the standardize control to give a readout of 200. Re-zero the instrument and repeat these steps with the scale set at 10 and 1 using 4.0 and 0.4 NTU standards, respectively. These standards are prepared by diluting aliquots of the 40 NTU standard.

## **XX. Internal Quality Control Checks**

QC data are necessary to determine precision and accuracy and to demonstrate the absence of interferences and/or contamination of field equipment. Field-based QC will comprise at least 10% of each data set generated and will consist of standards, replicates, spikes, and blanks. Field duplicates and field blanks will be analyzed by the laboratory as samples and will not necessarily be identified to the laboratory as duplicates or blanks. For each matrix, field duplicates will be provided at a rate of one per 10 samples collected or one per shipment, whichever is greater. Field blanks which consist of trip, routine field, and rinsate blanks will be provided at a rate of one per 20 samples collected for each parameter group, or one per shipment, whichever is greater.

Calculations will be performed for recoveries and standard deviations along with review of retention times, response factors, chromatograms, calibration, tuning, and all other QC information generated. All QC data, including split samples, will be documented in the site logbook. QC records will be retained and results reported with sample data.

### **20.1. Blank Samples**

Blank samples are analyzed in order to assess possible contamination from the field and/or laboratory so that corrective measures may be taken, if necessary. Field samples are discussed in the following subsection:

### **20.2. Field Blanks**

Various types of blanks are used to check the cleanliness of field handling methods. The following types of blanks may be used: the trip blank, the routine field blank, the field equipment blank. They are analyzed in the laboratory as samples, and their purpose is to assess the sampling and transport procedures as possible sources of sample contamination. Field staff may add blanks if field circumstances are such that they consider normal procedures are not sufficient to prevent or control sample contamination, or at the direction of the project manager. Rigorous documentation of all blanks in the site logbooks is mandatory.

- **Routine Field Blanks** or bottle blanks are blank samples prepared in the field to assess ambient field conditions. They will be prepared by filling empty sample containers with deionized water and any necessary preservatives. They will be handled like a sample and shipped to the laboratory for analysis.

- **Trip Blanks** are similar to routine field blanks with the exception that they are not exposed to field conditions. Their analytical results give the overall level of contamination from everything except ambient field conditions. For the RI/FS, one trip blank will be collected with every batch of water samples for volatile organic analysis. Each trip blank will be prepared by filling a 40-ml vial with deionized water prior to the sampling trip, transported to the site, handled like a sample, and returned to the laboratory for analysis without being opened in the field.
- **Field Equipment Blanks** are blank samples (sometimes called transfer blanks or rinsate blanks) designed to demonstrate that sampling equipment has been properly prepared and cleaned before field use, and that cleaning procedures between samples are sufficient to minimize cross contamination. If a sampling team is familiar with a particular site, they may be able to predict which areas or samples are likely to have the highest concentration of contaminants. Unless other constraints apply, these samples should be taken last to avoid excessive contamination of sampling equipment.

### **20.3. Field Duplicates**

Field duplicate samples consist of a set of two samples collected independently at a sampling location during a single sampling event. In some instances the field duplicate can be a blind duplicate, i.e., indistinguishable from other analytical samples so that personnel performing the analyses are not able to determine which samples are field duplicates. Field duplicates are designed to assess the consistency of the overall sampling and analytical system.

### **20.4. Quality Control Check Samples**

Inorganic and organic control check samples are available from EPA free of charge and are used as a means of evaluating analytical techniques of the analyst. Control check samples are subjected to the entire sample procedure, including extraction, digestion, etc., as appropriate for the analytical method utilized.

R7A15GS1

# ADDENDUM 1

## Response to NYSDEC Workplan Comments



LaBella Associates, P.C.  
Engineering, Architecture,  
Environmental Consulting, and Surveying

March 21, 1997

Todd M. Caffoe, P.E.  
New York State Department of Environmental Conservation  
Region 8 - Division of Hazardous Waste Remediation  
6274 East Avon Lima Road  
Avon, New York 14623

Sergio Esteban, P.E.  
Michael W. Haley, L.S.  
Robert A. Healy, A.I.A.  
Salvatore A. LaBella, P.E.  
James R. McIntosh, P.E.  
Michael S. Schaffron, P.E.

Re: Voluntary Investigation Workplan; Response to Comments  
Sharps Motor Corporation, Rush, New York  
LaBella Project No. 97026

Dear Mr. Caffoe:

I am writing this letter on behalf of Rush Associates, LLC. This letter is intended to respond to your compilation of comments by the NYSDEC, NYSDOH, and MCHD regarding the Rush Associates, LLC Voluntary Investigative Workplan for the Sharps Motor Corporation property, in Rush, New York. This letter also contains a correction to Richard Elliott's phone number that was brought to our attention on March 20, 1997.

The comments are as follows, with our responses to the comments in *italics*.

Comment:

The Department will be taking splits of all groundwater samples. Please provide at least five days notice prior to sampling.

Response:

*The NYSDEC will be notified at least five days in advance of sampling activities.*

Comment:

The Phase II Environmental Site Assessment Interim Report July 1995-December 1996 discusses the removal of the former floor drain lines. Reportedly, the contents of the drain pipes were allowed to spill to the ground. Where was this material spilled? Were the soils in the area excavated and removed?

Response:

*The floor drain lines were removed from the property on October 18 and 22, 1996 by Environmental Products and Services, Inc. of Rochester, New York. This removal was observed by LaBella Associates, P.C. on behalf of Rush Associates, LLC. During the drainline removal an amount of oily liquid and sludge that was present in the drainline was allowed to run out of the drain line onto the soil in the trench excavation. This area of the trench was then over-excavated and the soil was placed on polyethylene sheeting and disposed of with the impacted soil from the drywell area. Visual observation of the soils remaining in the trench and field screening with a PID indicated that the impaired soils had been removed. No groundwater was encountered during the excavation for the drain line removal. It should be noted that all soils from the excavation of the drainline were removed from the Site and disposed of at High Acres Landfill, in Perinton, New York. Bills of Lading for the soil disposal are included in the Phase II Environmental Site Assessment, as Appendix G.*

Mr. Todd M. Caffoe, P.E.

March 21, 1997

Page 2

Comment:

It is recommended that groundwater samples be analyzed using USEPA Method 8260 + Tentatively Identified Compounds.

Response:

*Groundwater samples will be analyzed using USEPA Method 8260 + Tentatively Identified Compounds.*

Comment:

Page 5, Item #6 - Soil sampling is referenced in this item. Where are the proposed soil sample locations?

Response:

*The reference to soil samples in Item 6 is a typographical error. No soil sampling is planned as part of this workplan. The Sentence beginning with "Soil and groundwater samples will be sent" is hereby changed to "Groundwater samples will be sent".*

Comment:

Health & Safety Plan-Please add the following to the Local Resources list under agency contacts: Mr. David Napier, NYSDOH Phone: (716)-423-8071; and Mr. Richard Elliott, P.E., MCHD Phone: (716)-274-6067.

Response:

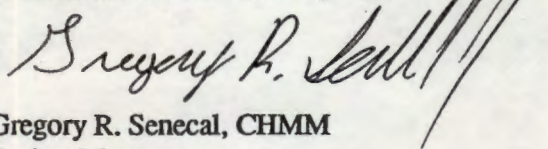
*The additions to the Local Resources List in the Health and Safety Plan have been made. A replacement page that can be inserted into the workplan is attached.*

In the interest of completing this project as quickly possible for Rush Associates, LLC please notify me at your earliest convenience of your approval of the Voluntary Investigative Workplan. Thank you for your continued cooperation and attention to this matter.

Please feel free call to contact me at (716)-454-6110 if I can be of any further assistance.

Respectfully Submitted,

LABELLA ASSOCIATES, P.C.



Gregory R. Senecal, CHMM  
Project Manager

cc. Linda Shaw  
Albert Baronas  
Mary Jane Peachey  
David Napier  
Richard Elliott  
Charles Sullivan

GRS/lis  
17C07GS1

**LABELLA**

**LOCAL RESOURCES**

|                        | <u>Name</u>                        | <u>Phone</u>         |
|------------------------|------------------------------------|----------------------|
| Ambulance:             | National Ambulance                 | 911                  |
| Hospital Emergency:    | Strong Memorial Hospital           | (716) 275-4551       |
| Poison Control Center: | Finger Lakes Poison Control        | (716) 275-3232       |
| Police (local, state): | Monroe County Sheriff - NYS Police | 911                  |
| Fire:                  | Town of Rush Fire Department       | 911                  |
| Site Contact:          | Gregory R. Senecal, CHMM           | (716) 454-6110       |
| Agency Contacts:       | Ms. Mary Jane Peachy, Region 8 DEC | (716) 226-2466       |
|                        | Mr. Todd Caffoe, Region 8 DEC      | (716) 226-2466       |
|                        | Mr. David Napier, NYSDOH           | (716) 423-8071       |
|                        | Mr. Richard Elliott, MCHD          | (716) 274-6067       |
| Project Supervisor:    | James R. McIntosh, P.E.            | (716) 454-6110       |
| Safety Supervisor:     | Richard K. Rote, CIH               | home: (716) 473-2386 |
|                        |                                    | (716) 454-6110       |
|                        |                                    | home: (716) 889-8858 |

# New York State Department of Environmental Conservation

Region 8 Office - Division of Environmental Remediation

6274 East Avon-Lima Road

Avon, New York 14414-9519

Telephone: (716) 226-2466



John P. Cahill  
Acting Commissioner

John T. Hicks  
Regional Director

February 25, 1997

Mr. Albert J. Baronas  
Rush Associates, LLC  
3817 West Henrietta Road  
Rochester, New York 14623

**RE: Voluntary Investigation Work Plan  
Sharp's Motors Corp. - Rush(T), Monroe(C)**

FEB 27 1997

Dear Mr. Baronas:

Staff at the New York State Department of Environmental Conservation (the Department), the New York State Department of Health (NYSDOH), and the Monroe County Health Department (MCHD) have reviewed the referenced work plan. The following comments must be addressed prior to Department approval:

1. The Department will be taking splits of all groundwater samples. Please provide at least five (5) days notice prior to sampling.
2. The Phase II Environmental Site Assessment Interim Report July 1995 - December 1996 discusses removal of the former floor drain lines. Reportedly, the contents of the drain pipes were allowed to spill to the ground. Where was this material spilled? Were the soils in the spill area excavated and removed?
3. It is recommended that groundwater samples be analyzed using USEPA method 8260 + Tentatively Identified Compounds.
4. Page 5, Item #6 - Soil sampling is referenced in this item. Where are the proposed soil sample locations?
5. Health & Safety Plan - Please add the following to the Local Resources list under Agency Contacts: Mr. David Napier, NYSDOH, Phone: (716)-423-8071; and Mr. Richard Elliott, - P.E., MCHD, Phone: (716)274-6067.

**New York State Department of Environmental Conservation**

Region 8 - Division of Environmental Remediation

6274 East Avon-Lima Road, Avon, New York 14414-9519

Telephone: (716) 226-2466, Fax: (716) 226-2909

John P. Cahill  
Acting CommissionerJohn T. Hicks  
Regional Director

April 1, 1997

Mr. Albert J. Baronas  
Rush Associates, LLC  
3817 West Henrietta Road  
Rochester, New York 14623**RE: Voluntary Investigation Work Plan: Response to Comments  
Sharp's Motors Corp. - Rush(T), Monroe(C)**

Dear Mr. Baronas:

Staff at the New York State Department of Environmental Conservation (the Department), the New York State Department of Health (NYSDOH), and the Monroe County Health Department (MCHD) have reviewed the March 21, 1997 response letter from Labella Associates, P.C. This response letter shall be attached to the work plan as Addendum #1. With the inclusion of Addendum #1 dated 3/21/97, the health and safety plan, and quality assurance plan, the investigation work plan is hereby approved for attachment to and incorporation in the Voluntary Agreement to be entered into by Rush Associates, LLC and the Department for this project.

Sincerely,

Todd M. Caffoe, P.E.  
Environmental Engineer II  
Division of Environmental Remediationcc: M.J. Peachey  
C. Sullivan  
D. Napier  
R. Elliott  
L. Shaw  
G. Senecal

|                                          |                         |                |
|------------------------------------------|-------------------------|----------------|
| Post-It™ brand fax transmittal memo 7671 |                         | # of pages ▶ 1 |
| To <u>Greg Seneca</u>                    | From <u>Todd Caffoe</u> |                |
| Co.                                      | Co.                     |                |
| Dept.                                    | Phone # <u>226-2466</u> |                |
| Fax # <u>454-3066</u>                    | Fax #                   |                |

**EXHIBIT "B-1"**

**Investigative Work Plan Revision**



**EXHIBIT "C"**

**Final Remedial Work Plan**

**EXHIBIT "C-1"**

**Final Remedial Work Plan Revision**



## **EXHIBIT "D"**

### **No Further Action Letter & Assignable Release and Covenant Not to Sue by Department**

**[On Department Letterhead]**

**[Insert Date]**

To whom it may concern:

All terms used herein shall have the meaning assigned to them under the terms of the Voluntary Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Rush Associates, LLC ("Volunteer"), Index No. D8-0003-97-03 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Department-approved Work Plan to implement a response program at the Site, a map of which is attached hereto as Appendix "A", has been successfully implemented. So long as no information has been withheld from the Department or mistake made as to the hazard posed by any Site-related compound or analyte of concern, the Department believes that no further investigation or response will be required at the Site for the Existing Contamination to render the Site safe for the Contemplated Uses consistent with the remediation.

#### **Assignable Release and Covenant Not To Sue by Department:**

The Department and the Trustee of New York State's natural resources, therefore, hereby release, covenant not to sue, and forbear from bringing any action, proceeding, or suit against Volunteer, the Volunteer's lessees, sublessees, successors, and assigns, and their respective secured creditors, for the further investigation or remediation of, or for natural resource damages respecting, the Site based upon the release or threatened release at, or from, the Site of Existing Contamination; provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be, or have been, made to the Department; (b) the Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved post-response operation and maintenance plan, if any, and (c) Volunteer duly records the Notice of Agreement and any deed restrictions required to be placed in the Site's record of title and duly notifies the Department of same, all in accordance with Paragraph IX of the Agreement.

In addition, to the extent authorized under 42 U.S.C. 9613 and any other applicable law, Volunteer shall not be liable for any claim, now or in the future, in the nature of contribution by potentially responsible parties concerning the Existing Contamination. In any future action

brought by Volunteer against a potentially responsible party under the Comprehensive Response, Compensation and Liability Act of 1980, as amended, the provision of 42 U.S.C. 9613(f)(3) shall apply.

Nevertheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such forbearance shall not extend to, any further investigation or remedial action the Department deems necessary.

- due to off-Site migration of contaminants other than petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential and to off-Site migration of petroleum;

- due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Remedial Work Plan contained in the Agreement which indicates that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Uses;

- due to information received, in whole or in part, after the Department's approval of the final engineering report and certification pertaining to the final Remedial Work Plan's implementation, which indicates that remedial activities identified in the final Remedial Work Plan contained in Exhibits "C" and "C-1" and performed under the Agreement are not sufficiently protective of human health and the environment for the Contemplated Uses;

- due to Volunteer's failure to implement the Agreement to the Department's satisfaction;

or

- due to fraud committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to

- Volunteer if it causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 U.S.C. 9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]), other than Existing Contamination, after the effective date of the Agreement, or if it causes as, or suffers the use of the Site to, change from the Contemplated Uses to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment, nor to

- any of Volunteer's lessees, sublessees, successors, or assigns who causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 U.S.C. 9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]), other than Existing Contamination, after the effective date of the Agreement; who causes a, or suffers the use of the Site to, change from the Contemplated Uses to one requiring a lower level of

residual contamination before that use can be implemented with sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation they may have respecting same established resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department or the Trustee, the one seeking the benefit of this release shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

Notwithstanding any other provision of this release, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this release shall be construed, or deemed, to preclude the State of New York from recovering such claim.

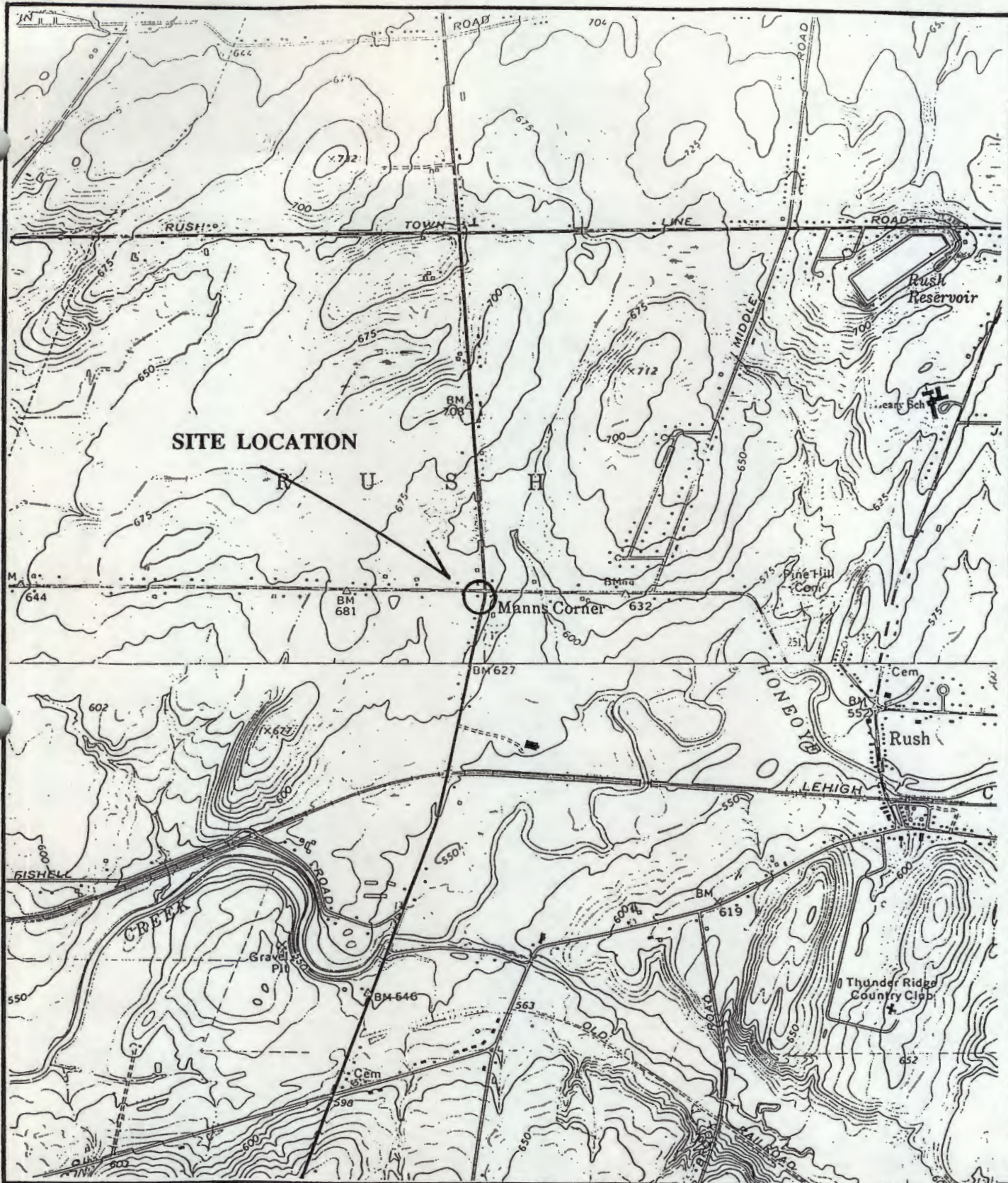
In conclusion, the Department is pleased to be a part of this effort to return the subject property to productive use, which is of benefit to the entire community.

NEW YORK STATE DEPARTMENT  
OF ENVIRONMENTAL CONSERVATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Appendix "A"**  
**(to Exhibit "D")**  
**Map of the Site**

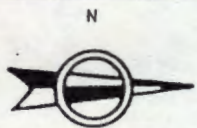
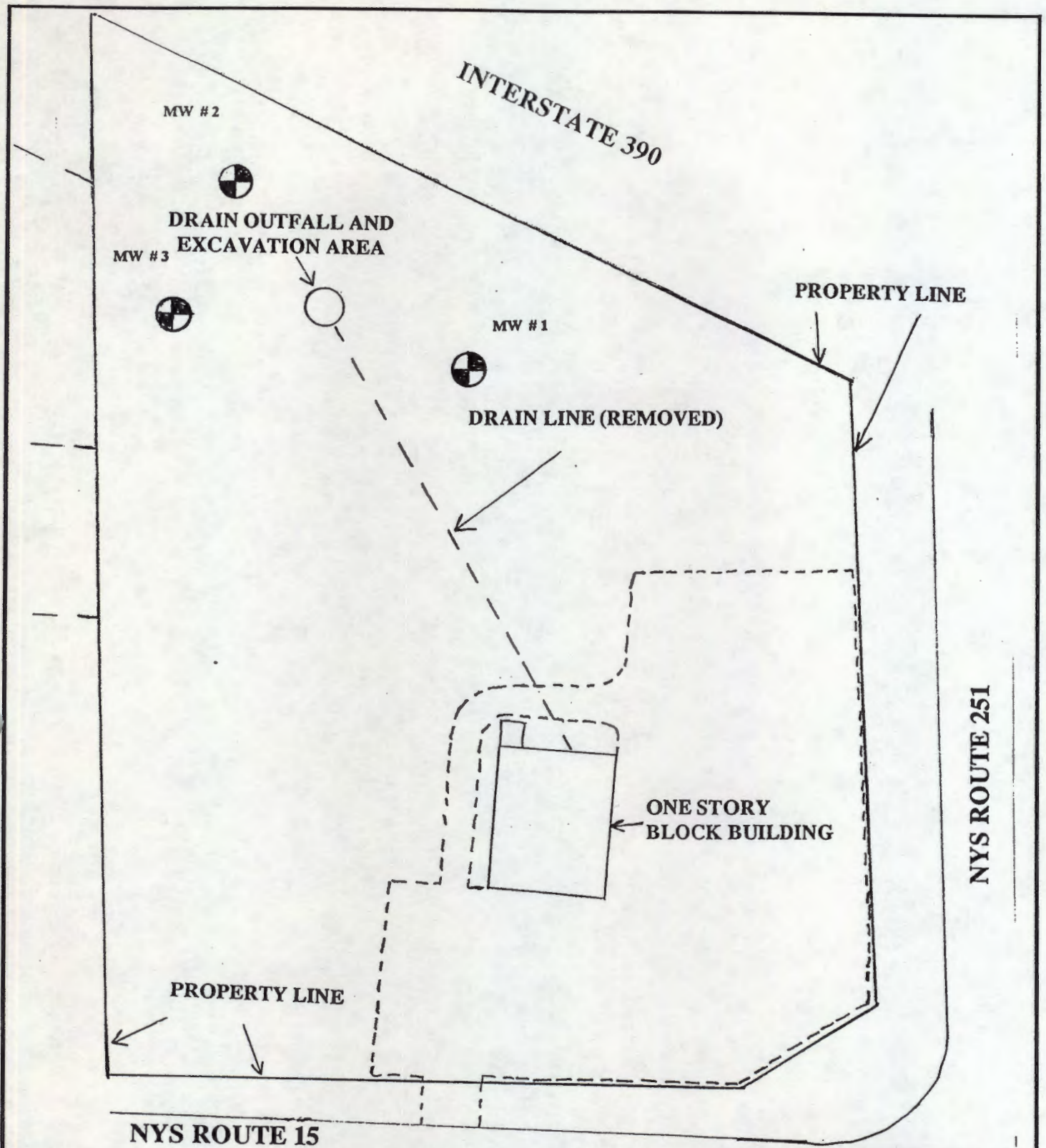


SCALE: 1" = 2000'

**FIGURE 1  
SITE LOCATION  
SHARPS MOTOR CORPORATION  
7283 WEST HENRIETTA ROAD  
RUSH, NEW YORK**

**ABELLA**

**LaBella Associates, P.C.**  
300 State Street  
Rochester, New York 14614  
716 454-6110



Approximate Scale: 1"=60'

**FIGURE 2**  
**SITE SKETCH**  
**PROPOSED MONITORING WELLS**  
**7283 WEST HENRIETTA ROAD**  
**RUSH, NEW YORK**

**LABELLA**

PROJECT NO. 97033

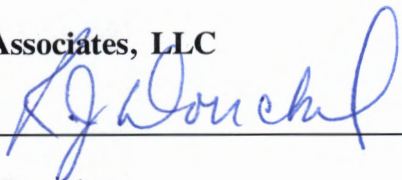


**IN WITNESS WHEREOF, Rush Associates, LLC** has executed this Notice of Agreement by its duly authorized representative.

Dated: 4/4/97, 1997

[acknowledgment]

**Rush Associates, LLC**

By: 

President

## Exhibit "E"

### NOTICE OF AGREEMENT

This Notice is made as of the \_\_\_\_ day of \_\_\_\_\_, 1997 by **Rush Associates, LLC**, the fee owner of a parcel of real property located at 7283 West Henrietta Road, Rush, New York, as more particularly described on Appendix "A" attached hereto (the "Property"); and

**WHEREAS**, there is presently located on the Property certain contamination as described in the final engineering report; and

**WHEREAS**, **Rush Associates, LLC**, by authorized signature entered into an administrative Agreement with the Department, Index # D8-0003-97-03 (the "Agreement") concerning the investigation and, if needed, remediation of the Property, which Agreement was signed by the Commissioner of the Environmental Conservation on \_\_\_\_\_, 1997; and

**WHEREAS**, in return for the investigation and, if necessary, remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department has provided **Rush Associates, LLC**, and its successors, assigns, lessees and sublessees, including their respective secured creditors, with a release, covenant not to sue and forbearance from bringing any action, proceeding, or suit related to the further investigation or remediation based upon the release or threatened release of any hazardous substances, pollutants, wastes and/or contaminants present or existing in, on, at, under or from the Property and identified and characterized in the final investigative report submitted to the Department under the Agreement and, if any, any other contamination discovered and characterized during the implementation of the Agreement's final Remedial Work Plan and remediated in accordance with the modification of that Remedial Work Plan (collectively, the "Existing Contamination"), subject to certain reservations set forth in the Agreement; and

**WHEREAS**, pursuant to the Agreement, **Rush Associates, LLC** agreed that it would give notice of the Agreement to all parties who may acquire any interest in the Property by filing this Notice with the Monroe County Clerk,

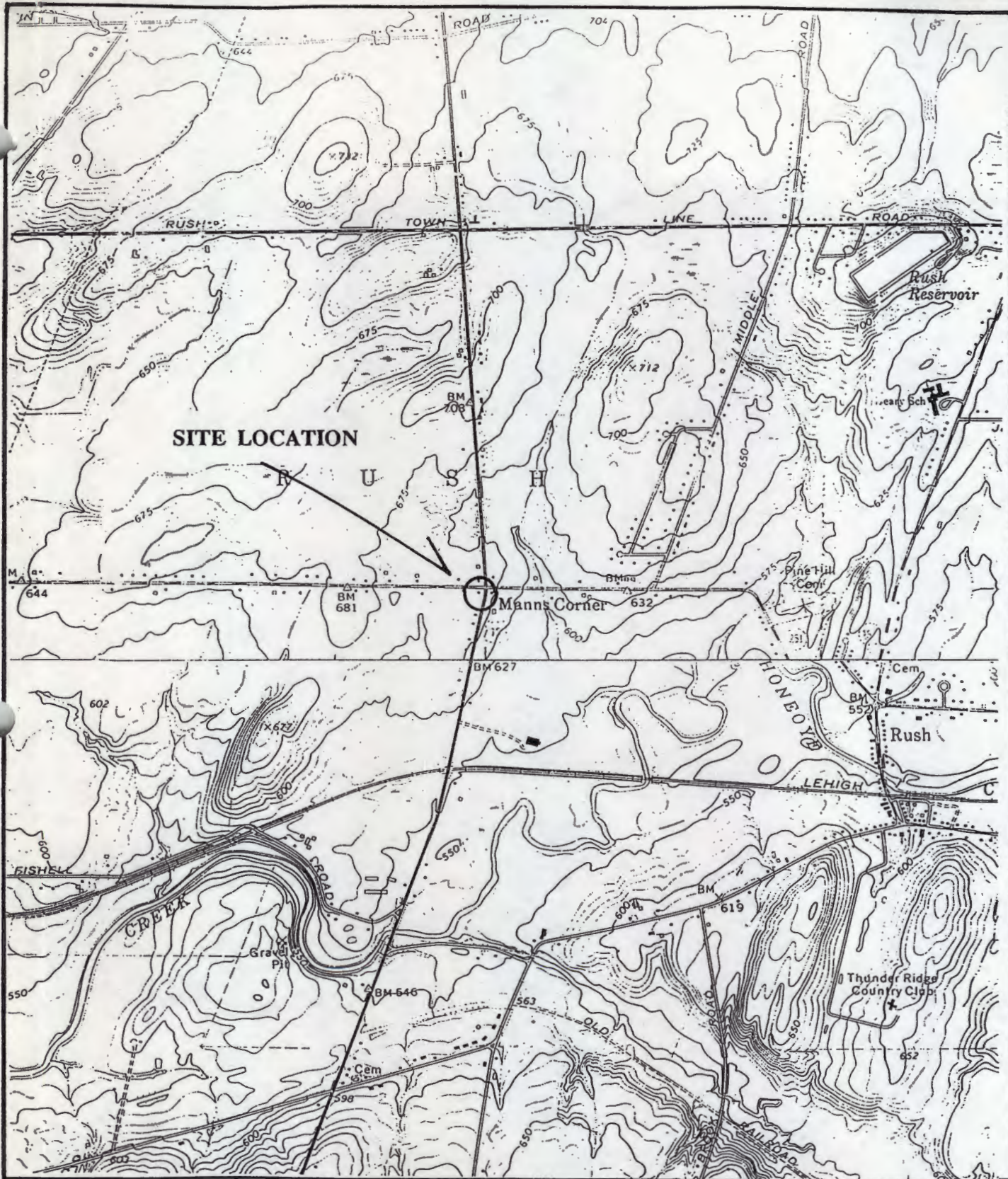
**NOW, THEREFORE**, **Rush Associates, LLC**, for itself, its successors and assigns declares that:

1. Notice of the Agreement is, hereby, given to all parties who may acquire any interest in the Property.
2. This Notice shall terminate upon the filing by **Rush Associates, LLC**, or its successors and assigns, of a termination of Notice of Agreement.

**Appendix "A"**

**(to Exhibit "E")**

**Map of the Property**

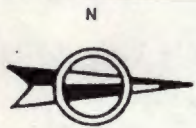
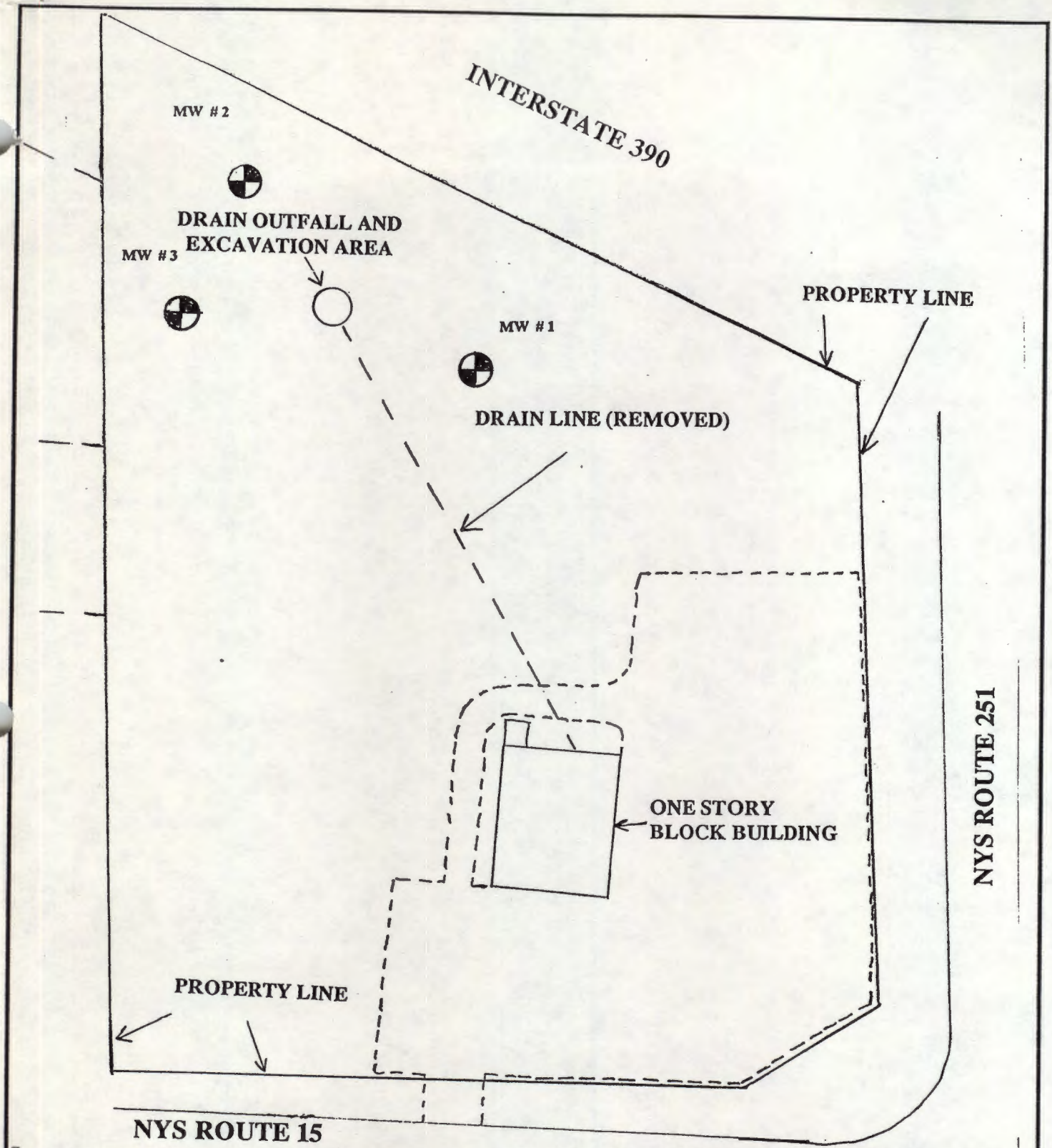


SCALE: 1" = 2000'

**FIGURE 1**  
**SITE LOCATION**  
**SHARPS MOTOR CORPORATION**  
**7283 WEST HENRIETTA ROAD**  
**RUSH, NEW YORK**

**LaBELLA**

LaBella Associates, P.C.  
 300 State Street  
 Rochester, New York 14614  
 716 454-6110



Approximate Scale: 1"=60'

**FIGURE 2**  
**SITE SKETCH**  
**PROPOSED MONITORING WELLS**  
**7283 WEST HENRIETTA ROAD**  
**RUSH, NEW YORK**

**LABELLA**

PROJECT NO. 97033