

AMENDMENT NO. 4
TO THE
SUPERFUND STATE CONTRACT
BETWEEN
THE STATE OF NEW YORK
AND THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
FOR REMEDIAL ACTIVITIES RELATED TO THE
LITTLE VALLEY SUPERFUND SITE
IN THE STATE OF NEW YORK

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A. Authority

This **Amendment No. 4** to the Superfund State Contract (the "Contract") is entered into pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601 *et seq.*, the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR Part 300, hereinafter referred to as the "NCP"), 40 CFR Part 35, Subpart O, (Cooperative Agreements and Superfund State Contracts for Superfund Response Actions) and 40 CFR Part 31 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

B. Purpose

This is the fourth amendment to the original Contract executed on February 5, 1997, between the United States Environmental Protection Agency ("USEPA") and the State of New York (the "State") to conduct remedial actions at the Little Valley Superfund site (the "Site") in Cattaraugus County, New York. All provisions of the original Contract, as well as Amendments Nos. 1, 2, and 3 to the Contract, remain in full force and effect, except where superseded by this **Amendment No. 4** to the Contract. Where this **Amendment No. 4** to the Contract contains provisions which are in conflict with the original Contract or any prior amendments thereto, the language in this **Amendment No. 4** to the Contract supersedes and

controls any such language therein. This Section B supersedes Section B of Amendment No. 3 to the Contract. Sections E.3. and E.4. of the original Contract, "Financial Responsibilities of the Parties and Payments," as amended by Amendments Nos. 1, 2, and 3 to the Contract, are replaced by Sections E.3. and E.4., set forth below, which is revised to increase the estimated cost and State cost share associated with the implementation of Task II. Section F.2., "Duration," added by Amendment No. 3 to the Contract, is replaced by Section F.2., set forth below, which is revised to define when **Amendment No. 4** to the Contract becomes effective. Appendix A of Amendment No. 3 to the Contract, "Site Description," is superseded by new Appendix A, set forth below, which was revised to reflect activities at the Site which occurred after Amendment No. 3 to the Contract was executed. Appendix B of Amendment No. 3 to the Contract, "Statement of Work," is superseded by new Appendix B, set forth below, which was revised to reflect a change in the description of Task II and to increase the State funding necessary to implement Task II. This Contract covers the tasks and activities described in the Statement of Work ("SOW") attached hereto and incorporated herein as Appendix B. This Contract may be amended if the parties agree to undertake additional remedial actions beyond those actions described in the SOW.

E. Financial Responsibilities of the Parties and Payments

3. State shall provide USEPA with the money to pay for 10% of the cost of the work described in Task II, as identified in the SOW. The present estimate of the cost to implement Task II is \$900,000. This cost estimate represents an increase of \$760,000 to the cost estimate in Amendment No. 3 to the Contract for this Task and is attributable

to an increase in the anticipated remediation costs, as USEPA's 2005 soil sampling demonstrated that an increase in the scope of the remedy would be necessary. The payment amounts set forth in Paragraph E.4., below, are based on this estimate. The State understands that the actual final cost of Task II may differ from the aforesaid estimate; the State agrees to pay USEPA 10% of the total amount paid by USEPA for this task, whether the amount paid by USEPA proves to be greater or less than the estimate set forth above. State overpayments or underpayments will be addressed in accordance with Paragraph E.8., below. In addition, if, based on actual Task II costs paid, USEPA at any time revises the cost estimate for Task II, the payment amounts set forth in this Paragraph may be changed by an Amendment to this Contract.

4. The State has already paid \$6,300 to USEPA for Task II pursuant to the terms of Amendment No. 3 to the original Contract. The State shall make the following additional payments to USEPA for Task II in accordance with the following schedule:

<u>DATE</u>	<u>PAYMENT</u>
USEPA will submit a Bill for Collection following its commitment of funds for Task II activities. Payment will be due 30 days after the submission of the Bill for Collection.	\$34,200 (45% of the Amendment No. 4, Task II \$76,000 Contract amount increase)

USEPA will submit a Bill for Collection following the completion of the final inspection of Task II. Payment will be due 30 days after the submission of the Bill for Collection. \$40,500 (45% of the Task II \$90,000 Contract amount)

USEPA will submit a Bill for Collection after written notice of the final costs of Task II has been provided to State Project Officer. Payment will be due 30 days after the submission of the Bill for Collection. Remainder of actual State cost share for Task II (estimated to be \$9,000)

F. Duration

2. **Amendment No. 4** to this Contract shall become effective upon the later of: (a) execution by both parties and approval for the State by the New York State Office of the State Comptroller, or (b) issuance by USEPA of a modification to the 2005 Record of Decision (“ROD”) that is consistent with Task II as described in the SOW. Nothing in this Contract shall be deemed to obligate USEPA to issue a modification to the 2005 ROD, but this **Amendment No. 4** is contingent upon USEPA doing so.

In witness whereof, the parties hereto have executed this Contract for remedial action at the Little Valley Superfund site in six (6) copies, each of which shall be deemed an original.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

William Mc Cabe
George Pavlou, Director
Emergency and Remedial Response Division
USEPA Region 2

3-17-06
Date

FOR THE STATE OF NEW YORK

By signing below, the State hereby certifies that the Contract is in accordance with New York State Department of Environmental Conservation guidelines.

Recommended by:

Amy Feiden
Department of Environmental Conservation

7/7/06
Date

Approved (by) as to Form:

Department of Law

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
2006
OFFICE OF THE ATTORNEY GENERAL

Date

Approved by:

Office of the State Comptroller

APPROVED
DEPT. OF AUDIT & CONTROL
SEP 12 2006
Date
Patricia H. Warren
FOR THE STATE COMPTROLLER

APPENDIX A

SITE DESCRIPTION Little Valley Superfund Site

Background

The Little Valley Superfund site (Site) includes a plume of contaminated groundwater which stretches for a distance of approximately 7 to 8 miles between the Village of Little Valley and the northern portion of the City of Salamanca along Route 353. While the Site is located in a rural, agricultural area, a number of active and inactive small industrial facilities are located within a mile of the Site.

There are over one hundred residential properties situated along Route 353, the main transportation route between the Village of Little Valley and the City of Salamanca. Private wells constitute the only source of drinking water for these properties. Approximately 3,000 people live within one mile of the contaminated plume.

In 1982, the Cattaraugus County Health Department (CCHD) and the New York State Department of Environmental Conservation (NYSDEC), while investigating trichloroethene (TCE) contamination around a small manufacturing facility along Route 353, detected TCE in nearby private wells. In 1989, the CCHD and New York State Department of Health (NYSDOH) documented that the TCE contamination plume extends approximately 7-8 miles from the Village of Little Valley to the northern edge of the City of Salamanca, which is part of the Allegheny Indian Reservation. NYSDEC installed a number of monitoring wells in the area to investigate possible sources of the contamination, including a former drum storage area, a private disposal site next to the former drum storage area, an inactive municipal landfill which accepted industrial wastes, and several industrial facilities.

The groundwater at the nearby industrial facility had TCE concentrations as high as 390 micrograms per liter ($\mu\text{g/l}$) and cis-1, 2-dichloroethene at concentrations exceeding Federal and New York State drinking water standards. Although the CCHD issued health advisories to the exposed residents in 1989, affected well owners were not provided with alternate water sources. About six well owners independently installed granular activated carbon filter systems and several chose to purchase bottled water.

Between 1989 and September 1995, the CCHD and the NYSDOH sampled a number of private water supplies in the area. Of the 74 wells that were sampled, 55 had TCE contamination with levels ranging from 1 $\mu\text{g/l}$ to 50 $\mu\text{g/l}$; 42 of those sample results were equal to or greater than the NYSDOH drinking water standard of 5 $\mu\text{g/l}$. Additional sampling conducted during December 1995 by the CCHD indicated that 51 private wells had concentrations of TCE exceeding the Federal and state standards.

On June 17, 1996, the Little Valley Superfund site was listed on the National Priorities List (NPL).

Following the listing of the site on the NPL, USEPA prepared a focused feasibility study (FFS) to develop, screen, and evaluate various alternatives for an alternative water supply system for the affected and potentially affected residences at the Site. Based upon the findings of the FFS, USEPA issued a Record of Decision (ROD) on September 30, 1996, providing for an interim alternate water supply (Operable Unit 1). The ROD called for the installation of air stripper treatment units on all affected and potentially affected private wells.

Installation of the air stripper treatment units was performed from May 1997 through October 1997. Air strippers were selected because, based upon the maximum TCE concentrations that were present in the private wells at that time, they would be significantly less costly to maintain than granular activated carbon treatment units. Subsequently, granular activated carbon units were installed in addition to the air strippers as polishing units to ensure the consistent removal of contaminants.

The 1996 ROD called for an evaluation of the efficacy of the individual treatment systems within five years of their installation and a determination as to whether or not a more permanent alternate water supply system would be required. The ROD also stated that this evaluation would consider the data collected during the Operable Unit 2 groundwater and source identification Remedial Investigation and Feasibility Study (RI/FS). In April 2002, USEPA issued an Explanation of Significant Differences (ESD) for Operable Unit 1. In the ESD, USEPA determined that it was appropriate to continue to protect public health with individual treatment units rather than to construct a permanent alternate water supply. USEPA also concluded at that time that because of the significant reduction in contaminant concentrations in the private wells, the granular activated carbon units alone would be able to effectively remove the contamination and would be as protective of public health as the combined air stripper/granular activated carbon treatment units. USEPA, subsequently, removed the air stripper treatment units and added a second granular activated carbon unit to each of the affected wells. In October 2002, New York State assumed responsibility for the maintenance of the granular activated carbon treatment units. Currently there are granular activated carbon treatment units installed on 91 private wells at the Site. Private wells in the area are sampled annually.

In September 1996, USEPA initiated the Operable Unit 2 RI/FS to locate the source(s) of the contamination, to identify and evaluate measures to control or mitigate the source(s), and to address groundwater contamination. The RI/FS was completed in April 2005 and a ROD was signed on August 19, 2005. The selected remedy includes excavation and off-site treatment/disposal of contaminated soils located on the former site of the Cattaraugus Cutlery ("Cattaraugus Cutlery Area" or CCA) and monitored natural attenuation (MNA) for the Site-wide groundwater. USEPA will also continue to protect public health with the above-mentioned individual treatment units until groundwater standards are met. The groundwater MNA component of the Operable Unit 2 remedy is expected to be fully operational with the issuance of the Interim Remedial Action Report for the Operable Unit 2 at the Site.

In September and November 2005, USEPA undertook soil sampling to define the boundaries of the excavation at the CCA. The sample results indicated that the volume of contaminated soil in this area is substantially greater than USEPA originally estimated (it has increased from approximately

220 cubic yards to approximately 3,000 cubic yards). Because of the increase in the volume of contaminated soil on the CCA, USEPA is preparing an FFS to reevaluate the selected remedy. It is anticipated that the FFS report will be completed in Spring 2006. It is envisioned that USEPA, with the concurrence of NYSDEC, will modify the 2005 ROD by either noting an increase in the volume of soil requiring excavation and off-site disposal and the associated increase in remedy cost or change the remedy from excavation and off-site disposal to in-situ soil vapor extraction. Any change to the remedy will be subject to public comment. USEPA anticipates that the other components of the remedy selected in 2005 will not be modified.

APPENDIX B

STATEMENT OF WORK
LITTLE VALLEY SUPERFUND SITE
CATTARAUGUS COUNTY, NEW YORK

I. Installation of air strippers and granular units on the affected private water supply wells, five years of operation and maintenance of the treatment units, and five years of monitoring of private wells. This task included the removal of the air strippers and the installation of an additional granular activated carbon unit on each well as per the March 2002 ESD. This task ran from October 2, 1997 (the date that the initial treatment units' installation was completed) through October 2, 2002. The State of New York assumed the responsibility of operation and maintenance of the treatment units and annual sampling of private wells on October 3, 2002.

Task I Budget	
Item	Amount
Estimated Cost:	\$1,798,000
Estimated State Share:	\$179,800

II. Excavation and off-site treatment/disposal of contaminated soils located on the Cattaraugus Cutlery Area property. If supported by the results of a focused feasibility study and with the concurrence of NYSDEC, in-situ soil vapor extraction of the contaminated soils located on the Cattaraugus Cutlery Area may be selected in place of excavation and off-site treatment/disposal¹.

Task II Budget			
Item	Current Budget	Amendment No. 4 Change	Total Budget
Estimated Cost:	\$140,000	\$760,000	\$900,000
Estimated State Share:	\$14,000	\$76,000	\$90,000

III. Groundwater monitoring associated with monitored natural attenuation (as a long-term response action) beginning with the date that USEPA approves the Interim Remedial Action Report and continuing until the earliest of the following:

¹ The budget amount reflects the greater of the increased cost of excavation and in-situ soil vapor extraction.

- The ground water cleanup objectives in the aquifer set forth in the Operable Unit 2 Record of Decision have been achieved; or
- Ten years of monitoring have been performed.

Task III Budget	
Item	Amount
Estimated Cost:	\$340,000
Estimated State Share:	\$34,000

	Existing	Amendment No. 4 Change	New Total
Total Cost Tasks I, II, & III	\$2,278,000	\$760,000	\$3,038,000
Total State Share Tasks I, II, & III	\$227,800	\$76,000	\$303,800