

**APPENDIX G**  
**Site Management Plan**

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HaleyAldrich.com



30 November 2006  
File No. 30603-010

New York State Department of Environmental Conservation  
Kirkwood Sub-Office, Region 7  
1679 NY Route 11  
Kirkwood, NY 13795-1602

Attention: Daniel Fuller

Subject: Former Endicott-Johnson Ranger Paracord Facility  
Final Engineering Report  
Site Management Plan  
Johnson City, New York  
BCP Site Number #C704041

#### OFFICES

Boston  
Massachusetts

Cleveland  
Ohio

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Tucson  
Arizona

Washington  
District of Columbia

Ladies and Gentlemen:

Haley & Aldrich is pleased to submit the subject Site Management Plan for your use. This plan is being submitted for your approval, as discussed during our 28 November 2006 teleconference.

The Site Management Plan incorporates an Operations, Maintenance, and Monitoring Plan, which describes the provisions needed to implement and assure the integrity of the engineering controls which are part of the site remedy; and a Soil Management Plan, which describes the management of site soil material that would be required during future activities if there were a breach of the site cover system. The Site Management plan and its components are further described in this letter report below.

#### INTRODUCTION

This Site Management Plan (SMP) is part of the Final Engineering Report for the Former Endicott-Johnson Ranger Paracord site ("Ranger Paracord"), and consists of three plans:

- Institutional and Engineering Controls Plan (IE/CP),
- Monitoring Plan, and
- Operation and Maintenance Plan.

The following sections describe the three plans, as they apply to the Ranger Paracord site.

#### INSTITUTIONAL AND ENGINEERING CONTROLS PLAN

The IE/CP presents the steps necessary to manage the institutional and engineering controls for the site and to ensure that the controls remain in place and effective. The IE/CP is presented in the *Operations, Maintenance, and Monitoring Plan - Former Endicott-Johnson Ranger Paracord Facility*, which is included as Appendix A. The institutional control to be

implemented for the Site is an environmental easement, which is attached as Appendix B. The environmental easement was filed with the Broome County Clerk on 8 November 2006 and sets forth conditions and restrictions for the continuing use of the site, as well as requirements for maintaining the site institutional and engineering controls.

The engineering controls at the site consist of a cover system, implementation of a sub-slab depressurization system for the recently-constructed building at the site, and implementation of a Soil Management Plan. The cover system and sub-slab depressurization system are described in Appendix A. The Soil Management Plan describes procedures to be employed if future intrusive work breaches the cover system and is presented as a stand-alone document in Appendix C. The Soil Management Plan is incorporated by reference in the environmental easement.

#### **MONITORING PLAN**

The Monitoring Plan describes the measures for monitoring the performance and effectiveness of the remedy at the site. The Monitoring Plan has been incorporated into the *Operations, Maintenance, and Monitoring Plan - Former Endicott-Johnson Ranger Paracord Facility*, which is included as Appendix A. Groundwater monitoring is not required at this site.

#### **OPERATIONS AND MAINTENANCE PLAN**


The Operations and Maintenance Plan describes the measures necessary to operate and maintain the engineering controls at the site. The Operations and Maintenance Plan has been incorporated into the *Operations, Maintenance, and Monitoring Plan - Former Endicott-Johnson Ranger Paracord Facility*, which is included as Appendix A. The Operations, Maintenance, and Monitoring (OM&M) Plan is incorporated by reference in the environmental easement.

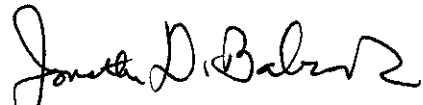
#### **ANNUAL REPORT**


Annual reporting requirements are presented in the OM&M Plan, included as Appendix A.

Please contact Lisa Turturro (585.321.4237) with any questions.

Sincerely yours,  
HALEY & ALDRICH OF NEW YORK

  
Lisa Turturro  
Senior Environmental Geologist

  
Jonathan D. Babcock, P.E.  
Senior Engineer

  
Vincent B. Dick  
Vice President

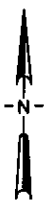
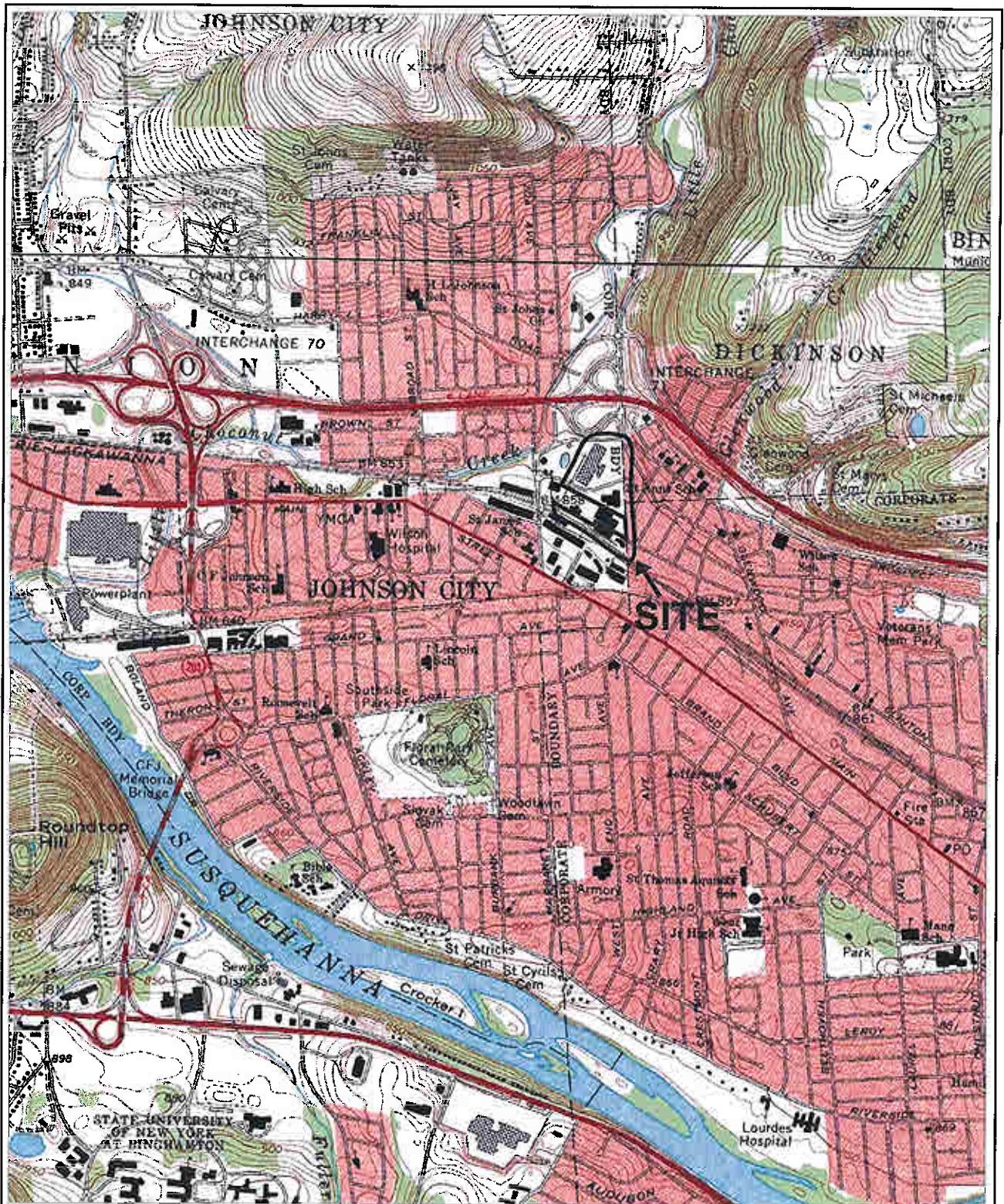
Attachments:

Figure 1 -	Project Locus
Figure 2 -	Site Plan
Appendix A -	Operations, Maintenance, and Monitoring Plan
Appendix B -	Environmental Easement
Appendix C -	Soil Management Plan

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Cover Letter 11-29-06\_FINAL.doc







U.S.G.S. QUADRANGLE: BINGHAMTON WEST, NY



UNDERGROUND  
ENGINEERING &  
ENVIRONMENTAL  
SOLUTIONS

FORMER ENDICOTT-JOHNSON RANGER PARACORD SITE  
GANNETT PARCEL & NYSEG-RELATED AREAS  
JOHNSON CITY, NY

## SITE LOCUS

APPROXIMATE SCALE: 1:24,000

JUNE 2006



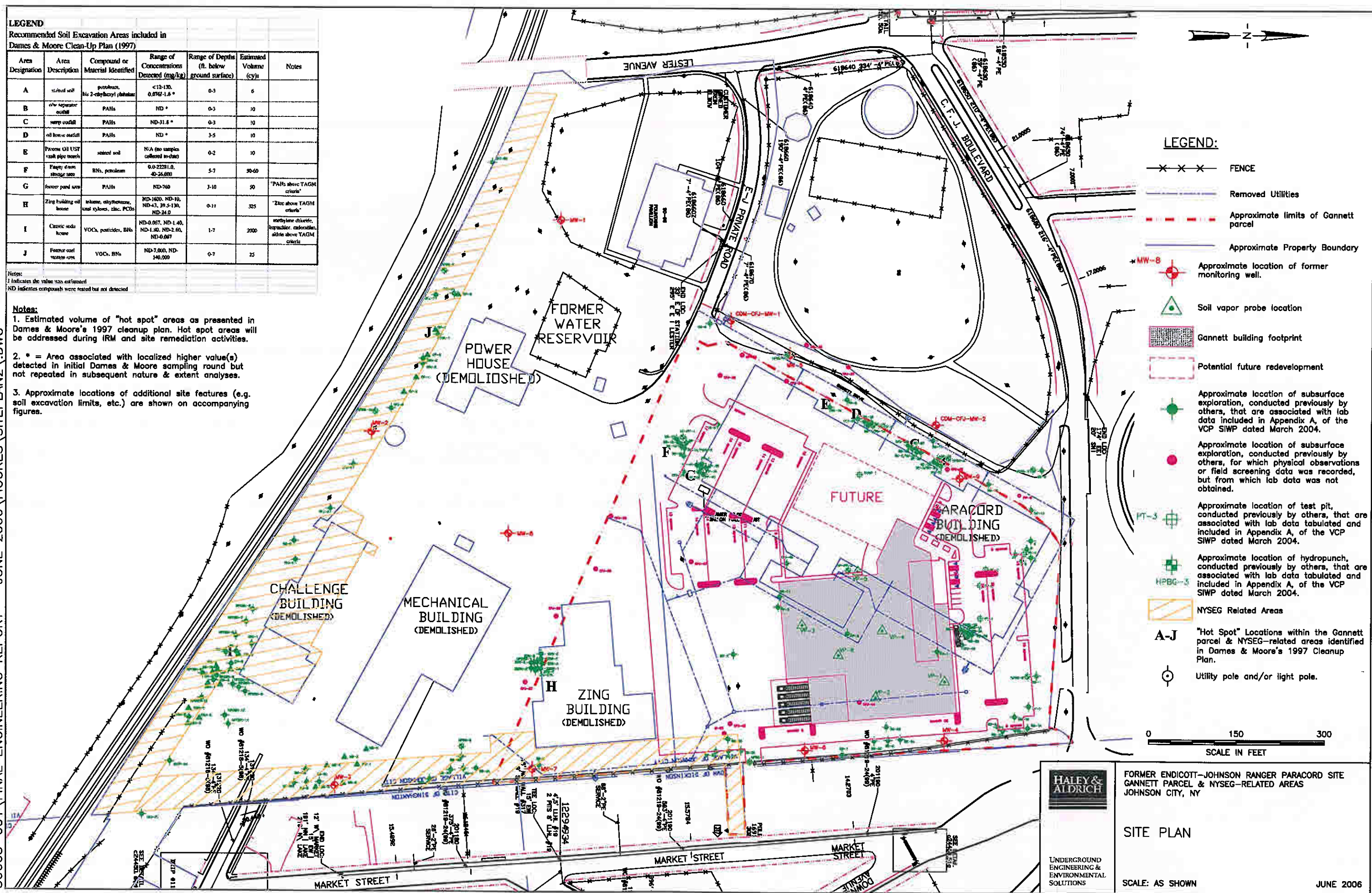


FIGURE 2

## **APPENDIX A**

### **Operations, Maintenance and Monitoring Plan**

**OPERATION, MAINTENANCE, AND MONITORING PLAN  
FORMER ENDICOTT-JOHNSON RANGER PARACORD FACILITY  
JOHNSON CITY, NEW YORK  
BCP SITE #C704041**

**by**

**Haley & Aldrich of New York  
Rochester, New York**

**File No. 30603-001  
November 2006**



## **1. OVERVIEW AND OBJECTIVES**

The former Endicott-Johnson Ranger Paracord property originally consisted of an approximate 28-acre parcel located at CFJ Boulevard and Lester Avenue, Johnson City, Broome County, New York (the "Facility"). The Facility was owned and operated by the Endicott-Johnson shoe manufacturing company beginning in the early 1900s through the 1970s. As it is currently configured, the Facility consists of two separate parcels: One parcel located at the northern end of the Facility, known herein as the "Gannett Parcel," and one parcel located at the southern end of the Facility, known herein as the "Southern Parcel." The Gannett Parcel was formerly owned by Gannett Satellite Information Network, Inc. ("Gannett"), which took title in August 2004 and then transferred the property to Broome County Industrial Development Authority, the current owner. The Southern Parcel is currently owned by Stella Ireland Road Associates, LLC ("Stella"), which is also the immediate past owner of the Gannett Parcel. (Stella acquired the Ranger Paracord Facility from MHC Inc. in December 2003.) Related to the Gannett site development, the Village of Johnson City took title to the roadway Right of Way just inside the western boundary of the Gannett Parcel and to the west towards Lester Avenue, and has constructed Gannett Drive throughout the length of the western site boundary from north to south, and then to the west towards Lester Avenue, which is now known as Pavilion Street.

The property that is the subject of this OM&M Plan is defined as the Gannett Parcel plus "NYSEG-Related Areas" - which are discrete areas in the western and southern section of the Facility that were cleared and prepared for an electric utility service corridor to support Gannett's operations on the northern (Gannett Parcel) portion of the property. The Gannett Parcel plus the NYSEG-Related Areas are referred to collectively herein as "the site." The site is shown on Figure 1, Site Locus. The limits of the Gannett Parcel and NYSEG-Related Areas are shown on Figure 2, Site Plan. Environmental conditions at the subject site have been characterized during several previous investigations. The user should refer to the previous investigation reports listed in the References section for more detail, as needed.

The objective of this plan is to set guidelines for the operation, maintenance and monitoring of the engineering controls that were put in place at the site as part of the overall site remedy.

## **2. NATURE AND EXTENT OF CONTAMINATION**

Subsurface explorations and chemical testing data obtained during previous assessments of the Facility by other consultants indicated that a limited number of contaminants of potential concern (COPC) (including certain Semi-Volatile Organic Compounds (SVOCs), metals, Volatile Organic Compounds (VOCs) and pesticides) existed in soils at five "hot spots" (known as Areas F, G, H, I, and J) at the Facility in excess of NYSDEC's TAGM 4046 Guidance Criteria (see Figure 2).

Supplemental Investigation activities conducted under a Voluntary Cleanup Agreement (VCA) between the applicants and NYSDEC dated March 2004, indicated that, with the exception of one VOC (1,1,1-TCA) detected in one soil vapor sample, additional compounds or issues of concern were not identified. An Interim Remedial Measure (IRM) Work Plan approved by NYSDEC and NYSDOH included the excavation and

offsite disposal of soils in the five “hot spots.” The IRM also included excavation and offsite disposal of soils beneath pre-existing building slabs and foundations determined to be unsuitable for onsite reuse.

### **3. PROPERTY USE**

A newspaper printing press facility has been constructed by Gannett, and a municipal roadway (Gannett Drive) was constructed by the Village of Johnson City. Uses other than commercial and industrial are prohibited, as restricted in the Environmental Easement.

### **4. PURPOSE AND DESCRIPTION OF INSTITUTIONAL CONTROLS**

The institutional control in place for the site consists of an Environmental Easement. The Environmental Easement contains by reference, the provisions of the Site Management Plan.

The Environmental Easement was filed with the Broome County Clerk on 8 November 2006 and serves as the Institutional Control intended to provide the implementation and integrity of site engineering controls. A copy of the Environmental Easement given in Appendix B.

### **5. PURPOSE AND DESCRIPTION OF ENGINEERING CONTROLS**

The engineering controls in place at the site consist of the following:

1. Surface cover systems, which consist of pavement or a minimum of 2-ft. of clean fill above existing site soils, which are in place in order to mitigate the potential for human contact with fill material and the potential for contaminated run-off from the property.
2. A demarcation layer, consisting of plastic snow fencing in landscaped areas and a geotextile fabric beneath paved areas, which is in place to serve to alert contractors working at the site in the future that the material beneath the marker may contain elevated levels of contaminants.
3. A Subslab Depressurization System was constructed in the new Gannett printing press facility in accordance with the Remedial Work Plan (RWP), and consists of “radon” suction pits, a thickened gravel layer beneath the building slab, vertical piping, and active fans venting the subslab vapor to the ambient air above the roof line. Consistent with the RWP, the subslab depressurization system is in place in order to maintain the office portion of the building at positive pressure with respect to the subslab air pressure. The system is actively operated with two Fantech Model FR160 fans installed on the roof of the building. The fans are rated at 260 CFM at 0.2 inches water column.

### **6. OM&M SCOPE**

1. Surface cover systems – The pavement and landscaping cover will be inspected on an annual basis for significant areas of distress. If significant areas of distress are

noted, they will be repaired to a condition suitable for mitigating exposure to original site soils.

2. Demarcation Layer – The demarcation layer will be repaired if it is damaged during any subsurface work (utilities, etc.).

3. Subslab Depressurization System - Routine annual monitoring subsequent to installation will include:

- visual inspection of the equipment and piping;
- inspection of exhaust points to verify that no air intakes have been located nearby;
- identification and subsequent repair of any leaks; and
- vacuum measurement on the suction side of the fan and audible operational status check of the fan to verify the fan's operational performance.

If the owner should decide to deactivate the system, the owner will notify NYSDEC, and samples of sub-slab vapor, indoor air, and ambient air will be obtained and analyzed for 1,1,1-TCA after the fans have been shut down and the air is allowed to equilibrate. If the analytical results indicate that sub-slab vapor of unacceptable quality is entering the building, the owner will confer with NYSDEC to evaluate whether the system should be returned to active operation.

4. Soil Management Plan – Subsurface work and management of excavated soils will be conducted in accordance with the Soil Management Plan for the site.

## **7. ANNUAL REPORT**

The Owner shall complete and submit to the Department an annual report by January 15<sup>th</sup> of each year, or at longer intervals that the Department may approve. Such annual report shall contain a professional engineer's certification that the institutional and engineering controls put in place, pursuant to the Environmental Easement, are still in place, have not been altered and are still effective; that the remedy and protective cover(s) have been maintained; and that the conditions at the site are protective of public health and the environment. If the pavement cover system or demarcation layer over the areas affected by COPC have been breached during the year covered by that Annual Report, the owner of the property shall include a certification that all work was performed in conformance with the SMP.

## **REFERENCES**

1. Haley & Aldrich, Inc., "Supplemental Investigation Results Report and Remediation Work Plan," dated October 2004.
2. Haley & Aldrich, Inc., "Final Engineering Report," dated June 2006



**APPENDIX B**  
**Environmental Easement**

RECEIVED

NOV 08 2006

ENVIRONMENTAL EASEMENT

BROOME COUNTY CLERK

THIS INDENTURE made this 3<sup>rd</sup> day of October, 2006, between Broome County Industrial Development Agency, having a local office at P.O. Box 1510, Binghamton, New York 13902-1510 (the "Grantor") and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner" or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

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

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

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

**WHEREAS**, Grantor is the owner of real property located in the Village of Johnson City, Broome County, New York, known and designated on the tax map of the County of Broome as tax map parcel number 143, section 58, block 1, lot 2.21, being a portion of that property conveyed to Grantor by deed on 17 August 2004 and recorded in the Land Records of the County Clerk at Page 517, Liber 2079 of Deeds, comprised of approximately 10.3673 acres and hereinafter more fully described in Schedule A attached hereto and made a part hereof (the "Controlled Property"); and

**WHEREAS**, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36.

**NOW, THEREFORE**, in consideration of the covenants and mutual promises contained herein and the terms and conditions of **Brownfield Cleanup Agreement Index Number B7-0654-04-**

01 for Site #C704041, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The following controls apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. The Controlled Property may be used for:

**Commercial and Industrial**

uses as long as the following long-term engineering controls are employed:

- (i) Existing and future paved areas are intact and well maintained.
- (ii) NYSDEC-approved demarcation layer materials are maintained beneath pavement sub-base material.
- (iii) NYSDEC-approved demarcation layer materials are maintained beneath two feet of clean fill in existing and future landscaped areas.
- (iv) The sub-slab depressurization system within the office portion of the building is operated, maintained and monitored in accordance with the Operation, Maintenance and Monitoring Plan ("OM&M Plan") for the system, including the OM&M Plan provisions for discontinuing use of the system.
- (v) The practices outlined in the site's Soil Management Plan are followed for activities that disturb site soils beneath the demarcation layer.
- (vi) No use of site groundwater without prior approval by NYSDEC.



- B. The Controlled Property may not be used for a higher level of use such as unrestricted/residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.
- C. Grantor covenants and agrees that, until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

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

- D. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.
- E. Grantor covenants and agrees that it shall annually, or at such other time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest, with respect to the Property, all rights as fee owner of the Controlled Property, including:

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

- B. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement.

5. Enforcement.

- A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.
- B. If any person intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or the Satisfactory Completion of Project provided under ECL Article 56, Title 5 with respect to the Controlled Property.
- C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.
- D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of, or noncompliance with, any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing its County tax map number or the Liber and Page or computerized tracking system/identification number and address correspondence to:

Division of Environmental Enforcement  
Office of General Counsel  
New York State Department of Environmental Conservation  
625 Broadway  
Albany, New York 12233-5500

Such correspondence shall be delivered by hand or by registered mail or by certified mail, return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative, in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

BROOME COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

Date: October 3, 2006

By: 

Richard D'Attilio, Executive Director

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

Date: October 20, 2006

By: 

Denise M. Sheehan, Commissioner



STATE OF NEW YORK :

: ss.

COUNTY OF BROOME:

On October 3, 2006, before me, the undersigned, personally appeared RICHARD D'ATTILIO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

JOSEPH B. MEAGHER  
Notary Public, State of New York  
Broome County 02ME4974837  
Commission Expires Nov. 26, 20 06

STATE OF NEW YORK :

: ss.

COUNTY OF ALBANY :

On October 20, 2006, before me, the undersigned, personally appeared DENISE M. SHEEHAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

MARK D. SANZA  
Notary Public, State of New York  
No. 02SA6010701  
Qualified in Albany County  
Commission Expires July 20, 20 10

Schedule ABROOME COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY/GANNETT SATELLITE  
INFORMATION NETWORK, INC.SURVEYOR'S DESCRIPTION

All that certain lot, piece, or parcel of land situate, being a portion of the property acquired by Broome County Industrial Development Agency by Deed Recorded in the Broome County Clerk's Office in Liber 2079 at Page 517 on August 17, 2004, lying and being Southerly of C.F.J. Boulevard, bounded and described as follows:

Beginning at a found  $\frac{1}{2}$  inch rebar with Hulbert cap on the existing Southerly Street Boundary of C.F.J. Boulevard at its intersection with the municipal line between the Village of Johnson City on the West and the Town of Dickinson on the East;

RUNNING THENCE from said Point of Beginning, South 10 degrees 31 minutes 20 seconds West, along the last mentioned municipal line, passing through a found  $\frac{3}{4}$  inch pipe, a distance of 553.28 feet to a found  $\frac{3}{4}$  inch twisted steel rod;

thence South 79 degrees 28 minutes 40 seconds East, into the Town of Dickinson, a distance of 120.00 feet to a point on the Westerly Street Boundary of Market Street;

thence South 10 degrees 31 minutes 20 seconds West, along the last mentioned Street Boundary, a distance of 28.00 feet to a found  $\frac{5}{8}$  inch rebar at its intersection with said property owned by Broome County Industrial Development Agency on the North;

thence North 79 degrees 28 minutes 40 seconds West, along the last mentioned property line, a distance of 120.00 feet to a  $\frac{1}{2}$  inch rebar with Hulbert cap;

thence South 10 degrees 31 minutes 20 seconds West, continuing along the last mentioned municipal line, passing through a  $\frac{3}{4}$  inch twisted steel rod, a distance of 376.81 feet to a point at its intersection with the division line between said property owned by Broome County Industrial Development Agency on the Northeast and the property now or formerly owned by Stella Ireland Road Associates, LLC on the Southwest;

thence North 55 degrees 20 minutes 55 seconds West, along the last mentioned division line, a distance of 742.75 feet to a point at its intersection with the division line between said property owned by Broome County Industrial Development Agency on the Southeast and the property now or formerly owned by Village of Johnson City on the Northwest, said point being the Southeasterly street corner of Pavilion Street;

thence along the last mentioned division line and along the Southeasterly Street Boundary of said Pavilion Street, the following two (2) courses and distances:

- 1) North 34 degrees 51 minutes 37 seconds East, a distance of 50.92 feet to a point;
- 2) North 15 degrees 07 minutes 05 seconds West, a distance of 19.81 feet to a point at its intersection with the division line between said property owned by Broome County Industrial Development Agency on the East and another property now or formerly owned by Village of Johnson City on the West said point being the Southeasterly street corner of Gannett Drive;

thence along the last mentioned division line and along the Easterly Street Boundary of Gannett Drive, the following five (5) courses and distances:

- 1) North 15 degrees 07 minutes 05 seconds West, a distance of 29.67 feet to a point;
- 2) along a curve to the right with a radius of 215.00 feet, an arc length of 86.31 feet and a chord bearing of North 31 degrees 29 minutes 03 seconds East, a distance of 85.73 feet to a point;
- 3) North 42 degrees 59 minutes 03 seconds East, a distance of 543.92 feet to a point;

- 4) North 70 degrees 32 minutes 31 seconds East, a distance of 17.08 feet to a point;
- 5) North 86 degrees 55 minutes 04 seconds East, a distance of 39.03 feet to a point on said Southerly Street Boundary C.F.J. Boulevard;

thence along the last mentioned Street Boundary, the following two (2) courses and distances:

- 1) South 72 degrees 46 minutes 17 seconds East, a distance of 277.54 feet to a point;
- 2) along a curve to the right with a radius of 50.00 feet, an arc length of 49.76 feet and a chord bearing of North 45 degrees 23 minutes 24 seconds East, a distance of 47.74 feet to the POINT OR PLACE OF BEGINNING.  
Containing 451,602 square feet or 10.3673 acres, more or less.

Subject to a New York State Electric & Gas Corporation easement along the East property line, and an Access Easement to Market Street.

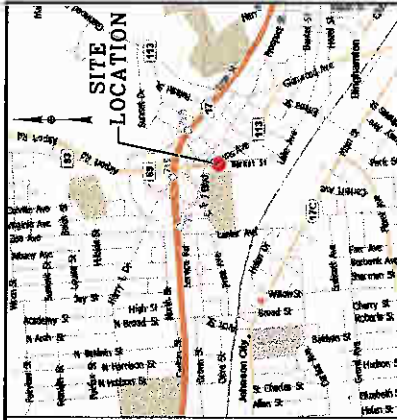
REV NO.	DATE	DESCRIPTION
1	09/12/2006	ADDED BEARINGS AND DISTANCE AND REFERENCE INFORMATION (04113.10A)
2	09/19/2006	ADDED TAX MAP NUMBER AND TOWN/VILLAGE/CITY LINES (04113.10A)

QA/QC BY: EHH

DRAWN BY: ABR

CAD FILE: 0411309 Demarcation.dwg

PROJECT NO: 04113.08



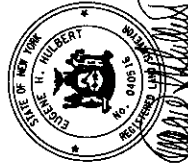
VICINITY MAP  
NOT TO SCALE

# LEGEND

- MONUMENT SET 1/2" LONG 5/8" DIAMETER  
REMARK WITH YELLOW PLASTIC CAP STAMPED  
"HULBERT 40516"
- MONUMENT FOUND OFFLINE (AS NOTED)
- MONUMENT FOUND ONLINE (AS NOTED)
- PARCEL LINE
- PROPERTY LINE
- SUBDIVISION LOT NUMBER
- EASEMENT LINE
- CHAIN LINK FENCE
- DEMARCATION LAYER

## SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY, NEW YORK  
STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, BROOME COUNTY  
SHERIFF'S OFFICE, AND NEW YORK STATE DEPARTMENT OF TAXATION  
AND FINANCE, THAT THIS SURVEY AND MAP WERE PREPARED IN ACCORDANCE  
WITH THE CODE OF PRACTICE FOR LAND SURVEYS ADOPTED OCTOBER 1988, LATEST  
EDITION, AND THE NEW YORK STATE ASSOCIATION OF  
PROFESSIONAL LAND SURVEYORS, INC.



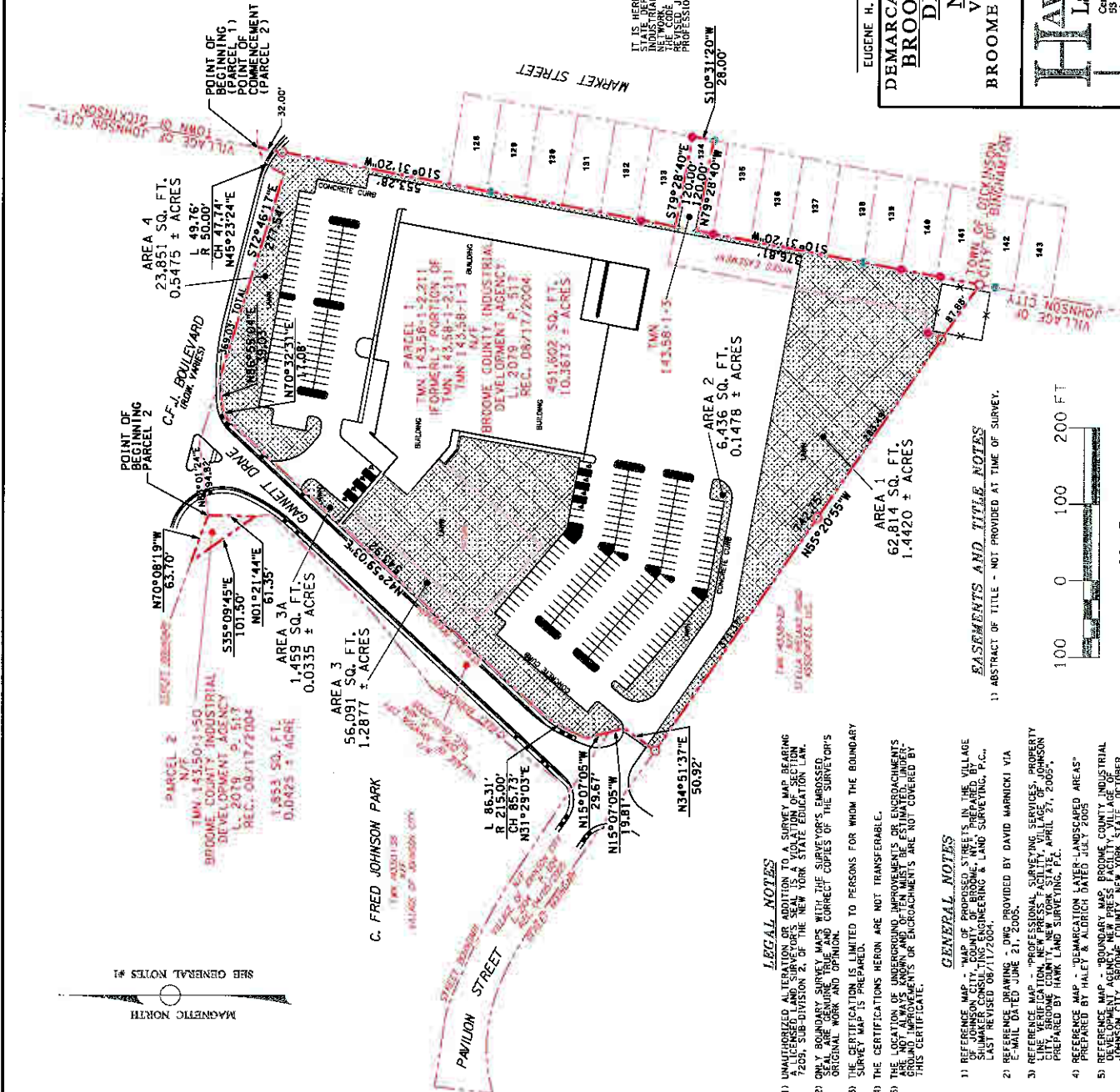
EUGENE H. HULBERT, L.S. LIC. NO. 40516

DEMARCATION LAYER-LANDSCAPED AREAS  
BROOME COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

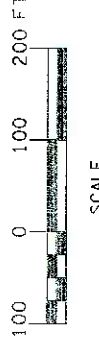
NEW PRESS FACILITY  
VILLAGE OF JOHNSON CITY  
BROOME COUNTY NEW YORK STATE  
MARCH 1, 2006

**HAWK** Land Surveying, pc  
Cedar Plaza  
55 Chenango Street  
Binghamton, New York 13901-2805  
Phone: 607-723-0079  
Fax: 607-723-0087

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OLD DRAWING DO NOT ALTER MANUALLY



BASEMENTS AND TITLE NOTES  
1) ABSTRACT OF TITLE - NOT PROVIDED AT TIME OF SURVEY.



SCALE

- LEGAL NOTES**
- UNAUTHORIZED ALTERATION OF THIS SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
  - ONLY BOUNDARY SURVEY MAPS WITH THE SURVEYOR'S EMBOSSED ORIGINAL WORKING COPY AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORKING COPY.
  - THIS CERTIFICATION IS LIMITED TO PERSONS FOR WHOM THE BOUNDARY SURVEY MAP IS PREPARED.
  - THE CERTIFICATIONS HEREON ARE NOT TRANSFERABLE.
  - THE LOCATION OF UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS NOT SHOWN ON THIS SURVEY MAP ARE NOT COVERED BY THIS CERTIFICATE.

- GENERAL NOTES**
- REFERENCE MAP - "MAP OF PROPOSED STREETS IN THE VILLAGE OF JOHNSON CITY, NEW YORK STATE, PREPARED BY DAVID WERNICKI VIA SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C., LAST REVISED 08/11/2004."
  - REFERENCE DRAWING - DWG PROVIDED BY DAVID WERNICKI VIA E-MAIL DATED JUNE 21, 2005.
  - REFERENCE MAP - "PROFESSIONAL SURVEYING SERVICES, PROPERTY MAP OF THE VILLAGE OF JOHNSON CITY, NEW YORK STATE, PREPARED BY DAVID WERNICKI VIA SHUMAKER CONSULTING ENGINEERING & LAND SURVEYING, P.C., LAST REVISED 08/11/2004."
  - REFERENCE MAP - "DEMARCATION LAYER-LANDSCAPED AREAS" PREPARED BY HAWK LAND SURVEYING, PC.
  - REFERENCE MAP - "BOUNDARY MAP, BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, NEW PRESS FACILITY, VILLAGE OF JOHNSON CITY, NEW YORK STATE, PREPARED BY HAWK LAND SURVEYING, PC, 28, 2005."

**APPENDIX C**  
**Soil Management Plan**

**SOIL MANAGEMENT PLAN  
FORMER ENDICOTT-JOHNSON RANGER PARACORD FACILITY  
JOHNSON CITY, NEW YORK  
BCP SITE #C704041**

**by**

**Haley & Aldrich of New York  
Rochester, New York**

**File No. 30603-001  
November 2006**



## **1. OVERVIEW AND OBJECTIVES**

The former Endicott-Johnson Ranger Paracord property originally consisted of an approximate 28-acre parcel located at CFJ Boulevard and Lester Avenue, Johnson City, Broome County, New York (the "Facility"). The Facility was owned and operated by the Endicott-Johnson shoe manufacturing company beginning in the early 1900s through the 1970s. As it is currently configured, the Facility consists of two separate parcels: One parcel located at the northern end of the Facility, known herein as the "Gannett Parcel," and one parcel located at the southern end of the Facility, known herein as the "Southern Parcel." The Gannett Parcel was formerly owned by Gannett Satellite Information Network, Inc. ("Gannett"), which took title in August 2004 and then transferred the property to Broome County Industrial Development Authority, the current owner. The Southern Parcel is currently owned by Stella Ireland Road Associates, LLC ("Stella"), which is also the immediate past owner of the Gannett Parcel. (Stella acquired the Ranger Paracord Facility from MHC Inc. in December 2003.) Related to the Gannett site development, the Village of Johnson City took title to the roadway Right of Way just inside the western boundary of the Gannett Parcel and to the west towards Lester Avenue, and has constructed Gannett Drive throughout the length of the western site boundary from north to south, and then to the west towards Lester Avenue, which is now known as Pavilion Street.

The property that is the subject of this SMP is defined as the Gannett Parcel plus "NYSEG-Related Areas" - which are discrete areas in the western and southern section of the Facility that were cleared and prepared for an electric utility service corridor to support Gannett's operations on the northern portion of the site. The Gannett Parcel plus the NYSEG-Related Areas are referred to collectively herein as "the site." The site is shown on Figure 1, Site Locus. The limits of the Gannett Parcel and NYSEG-Related Areas are shown on Figure 2, Site Plan. Environmental conditions at the subject site have been characterized during several previous investigations. The user should refer to the previous investigation reports listed in the references for more detail, as needed.

This SMP addresses environmental concerns related to soil management. The objective of this plan is to set guidelines for the management of site soil material during future activities which would breach the cover system at the site.

## **2. NATURE AND EXTENT OF CONTAMINATION**

Subsurface explorations and chemical testing data obtained during previous assessments of the Facility by other consultants indicated that a limited number of contaminants of potential concern (COPC) (including certain Semi-Volatile Organic Compounds (SVOCs), metals, Volatile Organic Compounds (VOCs), and pesticides) existed in soils at five "hot spots" (known as Areas F, G, H, I, and J) at the Facility in excess of NYSDEC's TAGM 4046 Guidance Criteria (see Figure 2).

Supplemental Investigation activities conducted under a Voluntary Cleanup Agreement (VCA) between the applicants and NYSDEC dated March 2004, indicated that, with the exception of one VOC (1,1,1-TCA) detected in one soil vapor sample, additional compounds or issues of concern were not identified. An Interim Remedial Measure (IRM) Work Plan approved by NYSDEC and NYSDOH included the excavation and

offsite disposal of soils in the five “hot spots.” The IRM also included excavation and offsite disposal of soils beneath pre-existing building slabs and foundations determined to be unsuitable for onsite reuse.

### **3. PROPERTY USE**

A newspaper printing press facility has been constructed by Gannett, and a municipal roadway (Gannett Drive) was constructed by the Village of Johnson City. Uses other than commercial and industrial are prohibited, as restricted in the Environmental Easement.

### **4. PURPOSE AND DESCRIPTION OF SURFACE COVER SYSTEM**

The purpose of the surface cover system in the areas affected by COPC is to mitigate the potential for human contact with fill material and the potential for contaminated runoff from the property. The cover system at the property consists mostly of asphalt and sub base materials underlying the building and paved areas. The balance of the property is grass covered or landscaped. A minimum of 2-ft. of clean fill has been placed above a demarcation layer in landscaped areas.

### **5. PURPOSE AND DESCRIPTION OF SUB-SURFACE COVER SYSTEM**

Placement of a “Demarcation Layer,” which provides a visible field distinction between “clean” fill and potentially affected material beneath it, began at the end of September 2004 and continued through Spring 2006. In accordance with NYSDEC guidance, the Demarcation Layer in landscaped areas consists of plastic construction or “snow” fencing placed in rows, with gaps between rows not exceeding 1 foot. Placement of the Demarcation Layer was conducted concurrently with site grading activities within areas that will be landscaped subsequent to Gannett construction. In paved areas, the demarcation layer consists of a geotextile fabric placed beneath the pavement sub base material.

### **6. MANAGEMENT OF SOILS/FILL AND LONG TERM MAINTENANCE OF COVER SYSTEM(S)**

The purpose of this section is to provide environmental guidelines for management of subsurface soils/fill and the long-term maintenance of the cover systems during any future intrusive work which breaches the cover system.

The SMP includes the following conditions:

- Any breach of the pavement cover system or demarcation layer (i.e. due to landscaping, construction or utilities work) must be replaced or repaired using an acceptable borrow source free of industrial and other potential sources of chemical or petroleum contamination. The repaired area must be covered with clean soil and reseeded or covered with impervious product such as concrete or asphalt, to prevent erosion in the future. The demarcation layer must also be repaired or replaced as necessary.

- Site soil that is excavated and is intended to be removed from the site must be properly managed, characterized, and disposed of in accordance with NYSDEC regulations and directives. Details on soil characterization are described in Sections 6.1, 6.2 and 6.3, below.
- Soil excavated at the site may be reused as backfill material on-site, provided it contains no visual or olfactory evidence of contamination and it is placed beneath a surface cover system component as described in Section 4.
- Any off-site fill material brought on-site for filling and grading purposes, other than commercial mulch, topsoil, or fertilizer material, shall be from an acceptable borrow source, free of industrial and other potential sources of chemical or petroleum contamination. Off-site borrow sources should be subject to collection of one representative composite sample per source. The sample should be analyzed for VOCs, SVOCs, 13 Priority Pollutant Metals and PCBs as category level B deliverables. The soil will be acceptable for use as surface cover material provided that the parameters meet the NYSDEC recommended soil cleanup objectives included in TAGM 4046.
- Prior to any construction activities in the areas affected by COPC, workers are to be notified of the site conditions and provided instructions with respect to the performance of the work. Invasive work performed at the property will be performed in accordance with all applicable local, state, and federal regulations to protect worker health and safety.

#### **6.1 Excavated and stockpiled soil/fill management for re-use on site**

Excavated and stockpiled material that will be re-used on site to backfill excavations or placed to increase site grades or elevation shall meet the following criteria.

- Soil/fill excavated at the site may be reused as backfill material on-site, with no further characterization, provided it contains no visual or olfactory evidence of contamination and it is placed beneath a surface cover system component as described in Section 4. If it is desired to place this material above a surface system component, then it must be tested to demonstrate that contaminants, if any, are at concentrations below NYSDEC TAGM 4046 Guidance Criteria.
- Excavated on-site soil/fill which appears to be impacted (i.e. significant visually, olfactory evidence) shall be segregated and staged for off-site disposal.

#### **6.2 Excavated and stockpiled soil/fill management for off-site disposition**

Soil/fill that is excavated as part of development from the areas affected by COPC which can not be used as fill below the surface cover system will be further characterized prior to transportation off-site for disposal at a permitted facility or for beneficial use at an off-site location.

If analytical results indicate that concentrations of soil/fill stockpiled for ultimate disposal off site exceed the standards for RCRA characteristics, the material will be

considered a hazardous waste and must be properly disposed of off-site at a permitted disposal facility within 90 days of excavation. If the analytical results indicate that the soil is not a hazardous waste, the material will be properly disposed off-site at a non-hazardous waste facility. Stockpiled soil of unknown status cannot be transported off-site until the analytical results are received.

In general, the following characterization of soil/fill shall be performed.

- Excavated soil/fill with evidence of contamination (i.e., significant staining, odors, or elevated PID measurements) will be segregated and staged for off-site disposal at a permitted facility. At least one composite sample will be obtained for disposal characterization. The scope of sampling and testing shall satisfy the requirements of the intended permitted disposal facility.
- Excavated soil/fill that does not exhibit visual evidence of contamination but cannot be reused on site shall be stockpiled and one composite sample shall be collected for each 1,000 cubic yards of soil. The soil shall be sampled and tested according to the method of intended disposition. If the soil is to be disposed at a permitted facility, then sampling and testing shall satisfy the requirements of the disposal facility. If the soil is to be beneficially used at an off site location, the samples should be analyzed for VOCs, SVOCs, 13 Priority Pollutant Metals and PCBs as category level B deliverables.
- In order to be beneficially used at an off site location, the soil must have concentrations of contaminants below NYSDEC TAGM 4046 Guidance Criteria and written approval must be obtained from NYSDEC and from the owner of the land where the soil will be placed.

Sampling requirements applicable to the site include both grab and composite sampling procedures. Grab samples will be obtained for VOC analysis, as necessary and handled to minimize or prevent volatilization from the handling of soils/fill. For other parameters, soil samples will be composited by placing equal portions of fill/soil from each composite sample locations into a pre-cleaned, stainless steel or Pyrex glass mixing bowl. The soil/fill will be thoroughly homogenized using a stainless steel scope or trowel and transferred to jars provided by the laboratory. Sample jars will then be labeled and chain-of-custody form(s) will be prepared. Analytical testing shall be performed by a NYS ELAP certified laboratory.

### **6.3 Imported fill characterization**

Imported fill shall be characterized as follows.

- Any off-site fill material brought to the site for filling and grading purposes shall be from an acceptable borrow source free of industrial and/or other potential sources of chemical or petroleum contamination.
- Off-site soils intended for use as site backfill cannot otherwise be defined as a solid waste in accordance with 6 NYCRR Part 360-1.2(a).

- If the contractor designates a source as "virgin" soil, it shall be further documented in writing to be native soil material from areas not having supported any known prior industrial or commercial development or agricultural use.
- Virgin soils should be subject to collection of one representative composite sample per source, unless the supplying facility provides analytical testing data that demonstrates compliance with NYSDEC TAGM 4046 Guidance Criteria. The sample should be analyzed for VOCs, SVOCs, 13 Priority Pollutant Metals and PCBs as category level B deliverables. The soil will be acceptable for use as backfill provided that all parameters meet NYSDEC TAGM 4046 Guidance Criteria.
- Non-virgin soils will be tested via collection of one composite sample per 1,000 cubic yards of material from each source area. For borrow sources greater than 5,000 cubic yards, sampling frequency may be reduced to one sample per 5,000 cubic yards, provided earlier samples met the NYSDEC TAGM 4046 Guidance Criteria.

## **7. RECORD KEEPING**

Excavations and subsequent backfill below a demarcation layer, pavement or building shall be documented as to dates performed, locations and extent. Copies of all waste manifests and bills of lading for material being taken off site shall be kept. The quantity of material sent off site shall be recorded. The sources and quantities of material brought on site shall be documented. Copies of laboratory analytical work shall be kept. The records kept for the excavation and backfill shall be utilized in the preparation of the Annual Report described in the OM&M Plan.

## **REFERENCES**

1. Haley & Aldrich, Inc., "Supplemental Investigation Results Report and Remediation Work Plan," dated October 2004.
2. Haley & Aldrich, Inc., "Final Engineering Report," dated June 2006.

G:\Projects\30603\001 (Stella Ireland Consulting)\Final Engineering Report - June 2006\Site Management Plan 11-29-2006\Soil Management Plan\_11-29-06\_FINAL.doc