

Buffalo Business Park

ERIE COUNTY, NEW YORK

Annual Report 2020

NYSDEC Site Number: V00663-9

Prepared for:
Buffalo Business Park

1800 Broadway Street
Buffalo, New York

Prepared by:
Buffalo Business Park

1800 Broadway
Buffalo, New York

Table of Contents

- I. Introduction**
- II. Site Overview**
- III. Remedy Performance, Effectiveness, and Protectiveness**
- IV. IC/EC Plan Compliance**
- V. Monitoring Plan Compliance Report**
- VI. Operation & Maintenance (O&M) Plan Compliance Report**
- VII. Overall Conclusions and Recommendations**

List of Figures

- Figure 1- Water Table Map with Pumps On**
- Figure 2 - Water Table Map with Pumps Turned Off**

List of Tables

- Table 1 – Water Levels – Pumps On**
- Table 2 - Water Levels – Pumps Off**
- Table 3 - Pumping History**
- Table 4 - Groundwater Quality History**

Appendices

- Appendix A - Certification**
- Appendix B – November 2020 Lab Package**
- Appendix C – 2020 Field Sampling Logs**
- Appendix D – Sub-Slab Depressurization Certified Inspection Form**
- Appendix E – Post Treatment System Data Packages**

I. Introduction

A. Remedial History

The Buffalo Business Park site is a warehousing & light manufacturing industrial park located on the site of an old railroad yard. It is suspected that the groundwater contamination on the site is the result of activities associated with this previous use.

The site contains two operable units: Unit 1 was an area of soil contamination which has been remediated by removal of contaminated soils; and Unit 2 is an area of groundwater contamination located in the same area where the soil contamination was located. In addition to the groundwater remedial program, there was concern regarding the potential for vapor intrusion into one of the buildings located south of the area of groundwater contamination.

B. Effectiveness of the Remedial Program

Remediation of the groundwater contamination at the site consists of a groundwater pumping system using three wells (MW-3BR, MW-4BR and MW-5 ABR) located within the groundwater contaminant plume. Wells are pumped using appropriate controllers to achieve drawdown of the water table and thus achieve hydraulic capture of contaminated groundwater. Wells are sampled periodically to evaluate if decreases in contaminant levels are being achieved. The primary goal of the pumping program is to achieve groundwater flow control such that flow of contaminated groundwater does not leave the site but is captured by the pumping system. Based on groundwater contour maps, this goal is being achieved.

Groundwater quality data has historically shown reductions in contaminant concentrations in some wells. Total concentrations of volatile organic compounds (VOCs) decreased in three of the five wells sampled and analyzed for VOCs. However, all four of the VOCs of concern at the site did increase in MW-4BR and MW-5BR. At this time, there are no clear trends showing significant reductions in contaminant levels.

Table 3 provides the historic totalizer readings. Historic groundwater quality data is provided in Table 4.

Operation of the pumping system has historically demonstrated that the primary goal of capture can be achieved with ongoing pumping operations.

Achievement of the secondary goal of contaminant reduction may be achievable, but it may take longer to achieve this goal.

Operation of the sub-slab venting system is effectively preventing soil vapors from entering the building and is ongoing.

C. Compliance

The facility is operating the pumping and venting systems in compliance with the Site Management Plan. The Buffalo Sewer Authority (BSA) Permit was renewed, and pumped groundwater is being treated and discharged to the BSA.

The PRR report was submitted approximately one month late due to an unexpected health situation with a key employee.

D. Recommendations

At this time, no changes to the Site Management Plan (SMP) are recommended. The requirements for discontinuing the SMP have not been met.

Pumping volumes, water level measurements along with sampling and analysis of groundwater will continue as described in the SMP.

II. Site Overview

A. Site Description

The site consists of a 1 Acre portion of the Buffalo Business Park property located at 1800 Broadway in Buffalo, New York. The site is located at the entrance to the property and consists primarily of parking and driveway areas and a portion of the commercial/industrial building fronting on Broadway.

B. Remedial Program for the Site

The remedial program for the site consists of the following:

- excavation of contaminated soil (completed);
- pumping of contaminated groundwater to achieve capture (no contaminated groundwater leaving the site) as well as reduction of groundwater contaminant concentrations; and
- installation and operation of a sub-slab depressurization system in the building (ongoing).

III. Remedy Performance, Effectiveness, and Protectiveness

A. Groundwater Capture

A review of site potentiometric surface maps for groundwater from 2009 through 2020 show that the use of pumping wells has historically prevented contaminated groundwater from leaving the site. The 2020 potentiometric surface maps show the capture zone is centered between pumping wells MW-3BR and MW-5ABR (Figures 1 and 2).

B. Groundwater Contamination Levels

There are three principal contaminants present in groundwater: tetrachloroethene, trichloroethene and dichloroethene. Vinyl chloride is also present in some wells at lesser concentrations. Three of these compounds (trichloroethene, dichloroethene and vinyl chloride) are degradation products of tetrachloroethene. Review and comparison of the 2020 groundwater analytical results shows the following:

MW-2BR. Two volatile organic compounds (VOCs) were present in the groundwater sample that was analyzed from monitoring well MW-2BR. Dichloroethene and vinyl chloride were also present in the 2019 groundwater sample analyzed from MW-2BR. In 2020, Dichloroethene was present at a significantly lower concentration of 133 micrograms per liter (ug/l) than in 2019 (280 ug/l). Vinyl chloride was also present at a significantly lower concentration (14.7 ug/l) than the 2019 concentration of 25 ug/l (Table 4).

MW-3BR. Four VOCs were present in the groundwater sample that was analyzed from monitoring well MW-3BR. The concentrations of dichloroethene and vinyl chloride decreased significantly in 2020 (Table 4); whereas the concentration of trichloroethene decreased only slightly. The concentration of tetrachloroethene increased in 2020 (3170 ug/l versus 2800 ug/l in 2019).

MW-4BR. Four VOCs were present in the groundwater sample that was analyzed from monitoring well MW-4BR. The concentration of dichloroethene was slightly greater in 2020 (2760 ug/l) compared to the 2019 concentration (2300 ug/l). The 2020 concentration of tetrachloroethene also increased (1960 ug/l) versus 2019 (1300 ug/l). The concentration trichloroethene was essentially the same (877 ug/l in 2020 versus 870 ug/l in 2019). Lastly, vinyl chloride was present for the first time in four years at a concentration of 52.5 ug/l (Table 4).

MW-5BR. Four VOCs were present in the groundwater sample that was analyzed from monitoring well MW-5BR. The 2020 concentration of dichloroethene (6080 ug/l) increased from the 2019 concentration of 3500 ug/l. Tetrachloroethene was not detected in the 2020 groundwater sample from MW-BR at a concentration above the method detection limit (MDL) of 100 ug/l. The concentration of trichloroethene was also not detected above the MDL of 100 ug/l. Vinyl chloride was detected in the 2020 water sample at a similar concentration to 2019 (178 ug/l in 2020 versus 170 ug/l in 2019) (Table 4).

MW-5ABR. Four VOCs were present in the 2020 groundwater sample that was analyzed from monitoring well MW-5ABR. Dichloroethene (6070 ug/l) was present at a increased concentration over 2019 (2900 ug/l). Tetrachloroethene was not present in the 2020 groundwater sample above the MDL of 100 ug/l. Trichloroethene was present at a greatly reduced concentration 353 ug/l versus 960 in 2019) Vinyl chloride was not detected above the MDL of 100 ug/l (Table 4).

The analytical data package is attached as Appendix B.

IV. Institutional Controls/Engineering Controls Plan Compliance (IC/EC Plan)

A IC/EC Requirements and Compliance

Buffalo Business Park has both engineering controls (Groundwater Pumping; Sub slab venting) and institutional controls (Deed Restriction) are in place.

Institutional Controls - The site continues to be owned and managed by Buffalo Business Park. No sale of the property has been made or is currently contemplated. ICs are noted on survey maps of the area are subject to deed restrictions.

Engineering Controls - Buffalo Business Park continues to operate and maintain the groundwater pumping system. Totalizers were replaced at MW-3BR and MW-5ABR in October, 2019. Review of the totalizer information for pumping wells MW-3BR, 4BR and 5ABR for the 2019-2020 reporting period indicates that these wells operated for most of the year (Table 3). The combined number of gallons pumped from the three well totalizers was 453,710, a significant increase over the last annual reporting period, The totalizer reading from the pre-treatment system (which is a summary of all gallons treated) was a total of 414,150 gallons of groundwater treated.

The sub-slab venting system was continuously operational during the 2019-

2020 period.

Corrective Measures – There were no corrective measures required during this operating period.

No changes to EC/IC Plan are recommended at this time. The IC/E certification is provided in Appendix A.

B. Buffalo Sewer Authority Sewer Permit

Buffalo Business Park received renewal of the Buffalo Sewer Authority Permit in 2019. As part of the permit renewal, a groundwater pre-treatment system was installed consisting of a 500 pound activated carbon system. Post treatment water samples were collected and analyzed for VOCs and mercury in February and August, 2020. The results showed the system is performing as designed. The analytical results from these sampling events are presented in (Appendix E).

V. Monitoring Plan Compliance Report

A. Monitoring Plan Requirements

The monitoring plan requires that wells (MW-2BR, MW-3BR, MW-4BR, MW-5BR and MW-5ABR) are sampled annually and samples analyzed for VOCs. Annual groundwater sampling was completed on October 22, 2020.

The plan also requires that all wells are measured for groundwater elevation to evaluate groundwater flow during both equilibrium conditions (pumps turned off) and pumping conditions. Groundwater elevations during pumping conditions were measured on October 9, 2020, and at equilibrium conditions on October 22, 2020.

B. Summary of Monitoring Completed during Reporting Period

Copies of the field sampling logs are provided in Appendix C. A potentiometric contour map based pumping conditions is provided as Figure 2. Equilibrium conditions are shown as Figure 1.

2020 groundwater analytical results are included in Appendix B.

C. Comparisons with Remedial Objectives

Groundwater monitoring results show that the remedial objective of on-site hydraulic capture of contaminated groundwater is being met.

Groundwater quality objectives have shown an historic decrease in contaminant levels until 2014, when the contaminant concentrations in groundwater increased at monitoring wells MW-2BR and MW-4BR.

Contaminant concentrations decreased again during the 2015-2016 period; however, contaminant concentrations increased overall again during the 2016-2017 period. In 2018, contaminant concentrations decreased in three of the five wells sampled, and increased in two of the site wells sampled. In 2019, contaminant concentrations again decreased in three of the five wells. In 2020, contaminant concentrations again decreased in three of the five wells sampled and analyzed. Overall, groundwater quality objectives are not being met.

D. Monitoring Deficiencies:

There were no monitoring deficiencies in this period. Groundwater elevations were measured during this period on an annual basis on October 9, 2020 and again on October 22, 2020.

E. Conclusions and Recommendations

No changes to the monitoring program are recommended at this time.

VI. Operation & Maintenance (O & M) Plan Compliance Report

A. Components of O&M Plan

Inspections and data recording were completed as described in the Site Management Plan. There were no deficiencies this recording period.

B. Summary of O & M Completed During Reporting Period

O & M activities will be summarized and details of O & M actions will be recorded in the monthly inspection reports that are kept onsite. The sub-slab depressurization blowers were recently inspected. This certified inspection form is attached as Appendix D.

C. Evaluation of Remedial Systems

The remedial systems are operating as designed at MW-3BR, MW-4BR and MW- 5ABR. Maintenance performed is routine and not unusual (ex. Pump failure). No changes to this remedial system are recommended at this time.

The groundwater pre-treatment system is operating as designed to meet the BSA discharge limits.

The sub-slab venting system is also operating as designed. No changes to this remedial system are recommended.

D. O & M Deficiencies

There are no operational or maintenance deficiencies at this time.

E. Conclusions and Recommendations for Improvements

The remedial system as designed and operated is capturing contaminated groundwater at the site. There are no recommendations for improvement to the remedial system. No changes to the O & M plan are recommended.

VII. Overall Conclusions and Recommendations

A. Compliance with SMP

Buffalo Business Park will comply with all aspects of the SMP (IC/EC; O & M and Monitoring) during the next annual reporting period (2021).

B. Performance and Effectiveness of the Remedy

The remedy has been effective in containing groundwater contamination and preventing contamination from leaving the site. Groundwater quality criteria have not been met and pumping should continue.

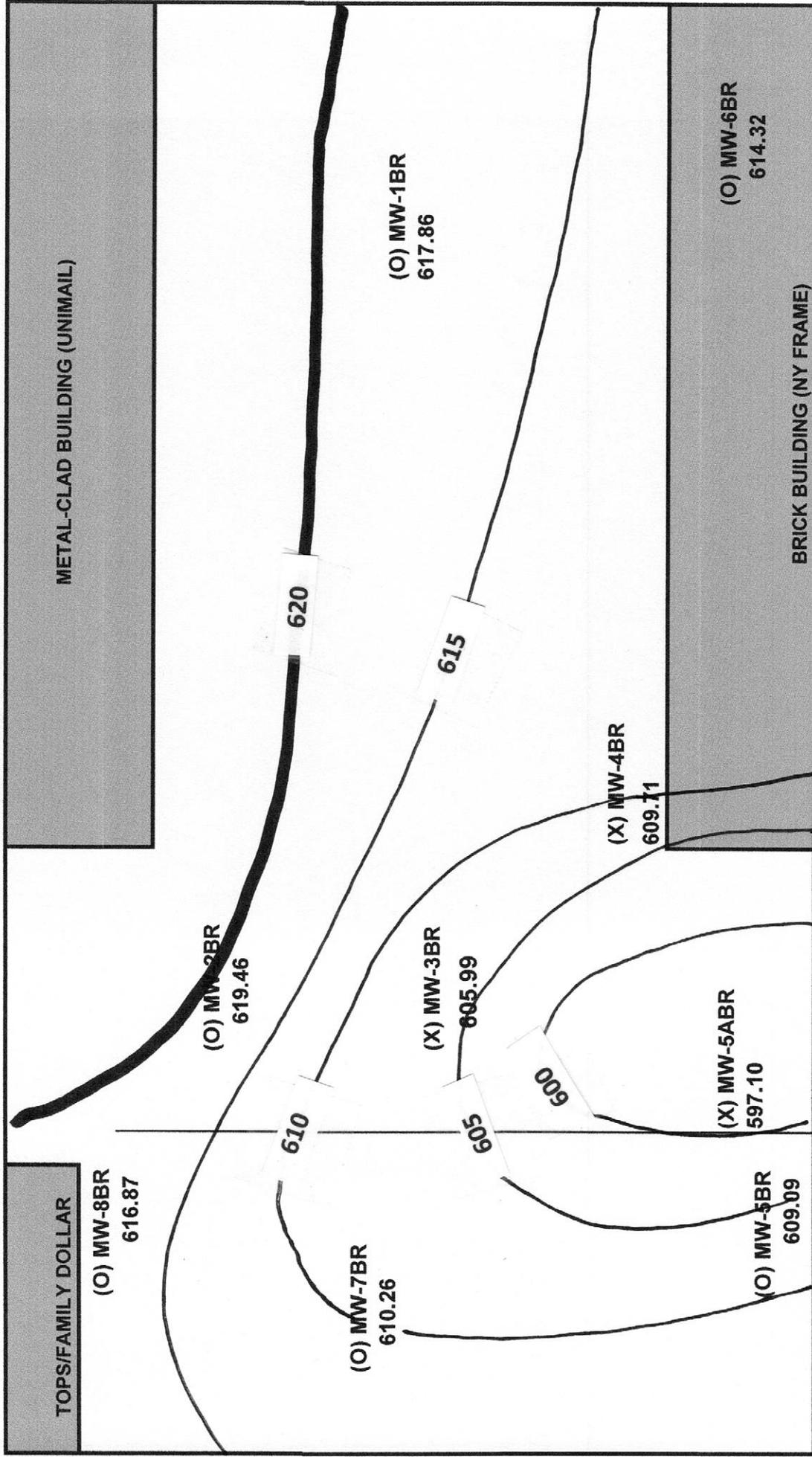
C. Future Submittals

Frequency of reporting should remain as currently required.

FIGURES

**FIGURE 1.
BUFFALO BUS. PARK WATER LEVELS - PUMPS ON**

OCTOBER 9, 2020'

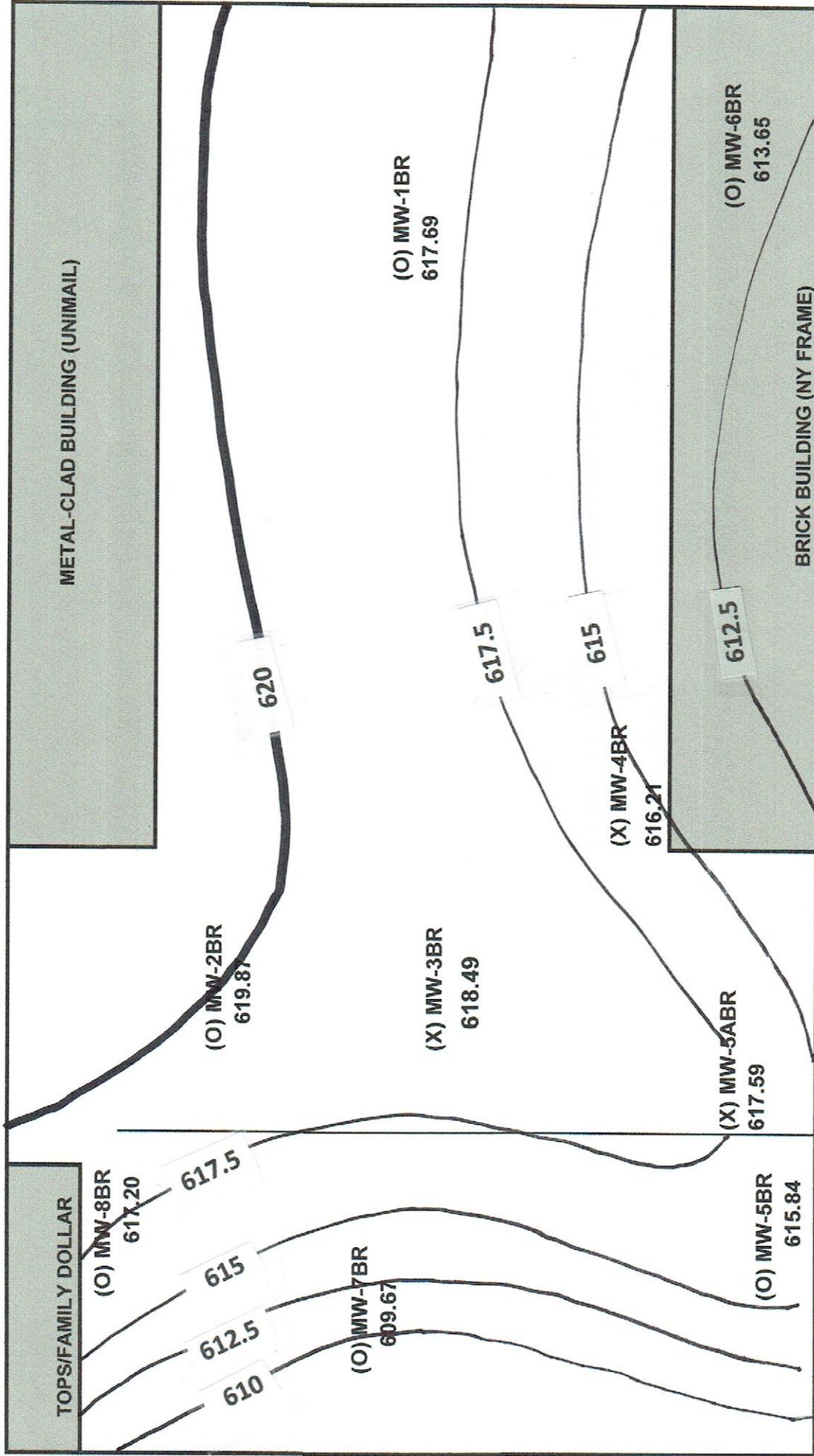


(O) MONITORING WELL

(X) PUMPING WELL - TURNED ON

OCTOBER 22, 2020'

FIGURE 2.
BUFFALO BUS. PARK WATER LEVELS - PUMPS OFF



(O) MONITORING WELL

(X) PUMPING WELL - TURNED ON

TABLES

TABLE 1. BUFFALO BUSINESS PARK WATER LEVELS PUMPS TURNED ON 10/9/2020			
WELL NUMBER	RISER ELEVATION (FT)	DEPTH TO WATER (FT)	WATER LEVEL ELEVATION (FT)
MW-1 BR	624.44	6.58	617.86
MW-2 BR	625.04	5.58	619.46
MW-3 BR *	623.99	18.00	605.99
MW-4 BR *	622.79	13.08	609.71
MW-5 ABR *	619.76	22.66	597.1
MW-5 BR	622.42	13.33	609.09
MW-6 BR	623.57	9.25	614.32
MW-7 BR	623.34	13.08	610.26
MW-8 BR	625.87	9.00	616.87

* PUMPING WELLS

** Groundwater levels were provided by Buffalo Business Park

*** Monthly groundwater levels are recorded and kept in a log onsite

**TABLE 2. BUFFALO BUSINESS PARK WATER LEVELS
PUMPS TURNED OFF
10/22/20**

WELL NUMBER	RISER ELEVATION (FT)	DEPTH TO WATER (FT)	WATER LEVEL ELEVATION (FT)
MW-1 BR	624.44	6.75	617.69
MW-2 BR	625.04	5.17	619.87
MW-3 BR *	623.99	5.5	618.49
MW-4 BR *	622.79	6.58	616.21
MW-5 ABR *	619.76	2.17	617.59
MW-5 BR	622.42	6.58	615.84
MW-6 BR	623.57	9.92	613.65
MW-7 BR	623.34	13.67	609.67
MW-8 BR	625.87	8.67	617.2

* PUMPING WELLS

Water Level Information Provided by Buffalo Business Park

**TABLE 3:
PUMPING WELL & TREATMENT SYSTEM TOTALIZERS
BUFFALO BUSINESS PARK**

DATE	MW-4 BR	MW-2 BR	MW-3 BR	MW-5A BR	Treatment System Totalizer
10/1/2009	137280	na	na	na	
12/15/2009	148600	0	na	na	
9/8/2010	194590	na	na	na	
9/15/2010	na	na	na	0	
4/27/2011	231020	1220	na	44170	
5/31/2012	256870	4930	na	116430	
5/8/2013	289130	5180	na	170960	
5/15/2014	403380	5310	na	224850	
1/19/2015	421440	5310	na	254600	
5/27/2015	421460	5310	na	272660	
7/17/2015	424105	na	na	279160	
1/7/2016	424130	na	60	279160	
3/9/2016	424140	na	18650	287420	
5/26/2016	424140	na	107920	296980	
9/22/2016	424220	na	123410	297650	
12/23/2016	58	na	235347	305340	
5/17/2017	19531	na	490000	310500	
11/15/2018					0
11/29/2018	80460	na	687690	320500	
3/19/2019					57955
8/19/2019					96495
10/30/2019	80460	na	30	64900	
11/28/2019					121350
10/22/2020	130170		365940	102990	535,500

* MW-2 BR - pump removed due to poor recharge - 5/27/15

** MW-3 BR - pump started - 1/7/16

***Totalizer readings are recorded monthly and kept in a log onsite

**TABLE 4: HISTORIC GROUNDWATER ANALYTICAL RESULTS
BUFFALO BUSINESS PARK**

Well ID			MW2-BR	MW2-BR	MW2-BR	MW2-BR	MW2-BR	MW2-BR	MW2-BR	MW2-BR	MW2-BR
Date			5/31/2012	5/9/2013	5/9/2014	5/28/2015	5/27/2016	5/18/2017	11/13/2018	10/30/2019	10/30/2019
Parameter	Units	Criteria									
1,2-Dichloroethene (cis)	ug/l	5	17	100	2300	4800	2500	1600	450	280	133
1,2-Dichloroethene, Total	ug/l			100	2300	4800	2500	1600			
Tetrachloroethene	ug/l	5	20	8.1	5500	18,000	95	42			
Trichloroethene	ug/l	5	2.2	0.92J	1000	1,600	69				
Vinyl chloride	ug/l	2							67	25	14.7
Well ID			MW3-BR	MW3-BR	MW3-BR	MW3-BR	MW3-BR	MW3-BR	MW3-BR	MW3-BR	MW3-BR
Date			5/31/2012	5/9/2013	5/9/2014	5/28/2015	5/27/2016	5/18/2017	11/13/2018	10/30/2019	10/22/2020
Parameter	Units	Criteria									
1,2-Dichloroethene (cis)	ug/l	5	220	1800	520	1,400	1100	1800	5400	5800	2390
1,2-Dichloroethene, Total	ug/l			1800	520	1400	1100	1800			
Tetrachloroethene	ug/l	5	1400	16000	4100	21,000	4400	4300	1300	2800	3170
Trichloroethene	ug/l	5	78	810	180	1,200	630	1100	510	1000	995
Vinyl chloride	ug/l	2							630	240	76.4
Well ID			MW4-BR	MW4-BR	MW4-BR	MW4-BR	MW4-BR	MW4-BR	MW4-BR	MW4-BR	MW4-BR
Date			5/31/2012	5/9/2013	5/9/2014	5/28/2015	5/27/2016	5/18/2017	11/13/2018	10/30/2019	10/22/2020
Parameter	Units	Criteria									
2-Butanone (MEK)										150J	
1,1-Dichloroethene								12J			
1,2-Dichloroethene (cis)	ug/l	5	730	990	1700	890	2900	3300	2500	2300	2760
1,2-Dichloroethene, Total	ug/l			1000	1700	890	2900	3300			
Tetrachloroethene	ug/l	5	13000	11000	12000	20,000	520	7100	5500	1300	1960
Trans-1,2-Dichloroethene							40	56			
Trichloroethene	ug/l	5	1500	1600	2200	2,600	290	2200	1700	870	877
Vinyl chloride	ug/l	2					130				52.5
Well ID			MW5-BR	MW5-BR	MW5-BR	MW5-BR	MW5-BR	MW5-BR	MW5-BR	MW5-BR	MW5-BR
Date			5/31/2012	5/9/2013	5/9/2014	5/28/2015	5/27/2016	5/18/2017	11/13/2018	10/30/2019	10/22/2020
Parameter	Units	Criteria									
1,1-Dichloroethene						15					
1,2-Dichloroethene (cis)	ug/l	5	3500	2100	740	3,000	3700	6300	3100	3500	6080
1,2-Dichloroethene, Total	ug/l			2100	750	3,000	3700	6300			
Tetrachloroethene	ug/l	5	220	320	110	2,100	1500		12000	510	<100
Trichloroethene	ug/l	5	160	290	77	1,000	1300	190	2700	290	<100
Vinyl chloride	ug/l	2		100	110	130		130		170	178
Well ID			MW5A-BR	MW5A-BR	MW5A-BR	MW5A-BR	MW5A-BR	MW5A-BR	MW5A-BR	MW5A-BR	MW5A-BR
Date			5/31/2012	5/9/2013	5/9/2014	5/28/2015	5/27/2016	5/18/2017	11/13/2018	10/30/2019	10/22/2020
Parameter	Units	Criteria									
1,1-Dichloroethene						9.6					
1,2-Dichloroethene (cis)	ug/l	5	1900	870	170	1,500	2100	5100	2800	2900	6070
1,2-Dichloroethene, Total	ug/l			880	170	1,500	2100	5100			
Tetrachloroethene	ug/l	5	8900	1300	410	12,000	4000	180		3900	<100
Trichloroethene	ug/l	5	2000	370	110	2,300	1400	1400		960	353
Vinyl chloride	ug/l	2				76			80	39J	<100

APPENDICES

APPENDIX A
CERTIFICATIONS



Enclosure 2
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Site Management Periodic Review Report Notice
Institutional and Engineering Controls Certification Form



	Site Details	Box 1
Site No.	V00663	
Site Name Buffalo Business Park		
Site Address: 1800 Broadway	Zip Code: 14212-2001	
City/Town: Buffalo		
County: Erie		
Site Acreage: 1.413		
Reporting Period: September 01, 2019 to September 01, 2020		
		YES NO
1. Is the information above correct?	X	=
If NO, include handwritten above or on a separate sheet.		
2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period?	=	X
3. Has there been any change of use at the site during this Reporting Period (see 6NYCRR 375-1.11(d))?	=	X
4. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period?	=	X
If you answered YES to questions 2 thru 4, include documentation or evidence that documentation has been previously submitted with this certification form.		
5. Is the site currently undergoing development?	=	X

		Box 2
		YES NO
6. Is the current site use consistent with the use(s) listed below? Commercial and Industrial	X	=
7. Are all ICs/ECs in place and functioning as designed?	X	=
IF THE ANSWER TO EITHER QUESTION 6 OR 7 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.		
A Corrective Measures Work Plan must be submitted along with this form to address these issues.		
		11/5/2020
Signature of Owner, Remedial Party or Designated Representative		Date

Description of Institutional Controls

<u>Parcel</u>	<u>Owner</u>	<u>Institutional Control</u>
101.19-1-5.1	GARY CREWSON	Ground Water Use Restriction Site Management Plan Soil Management Plan Ground Water Use Restriction Soil Management Plan Landuse Restriction Monitoring Plan Site Management Plan O&M Plan IC/EC Plan

The deed restriction was filed on 11-19-2010. The Controlled Property (1.4137 acres) is subject to the Site Management Plan. The Controlled Property is the south west corner of the entire Buffalo Business Park property (19.93 acres).

Restrictions:

1. The Controlled Property may be used only for industrial or commercial purposes, excluding day care, child care, and medical care uses.
2. The Groundwater beneath the Controlled Property may not be used for potable or non-potable purposes;
3. The Site Management Plan must be implemented for the Controlled Property;
4. Soils at the Controlled Property shall be managed in accordance with the Site Management plan.

Description of Engineering Controls

<u>Parcel</u>	<u>Engineering Control</u>
101.19-1-5.1	Groundwater Treatment System Vapor Mitigation

1. SSDS: A sub slab depressurization system (SSDS) is installed in the western end of New York frame building consisting of two active vents.
2. Pumping System: Three bedrock monitoring wells MW4-BR, MW2-BR and MW5A-BR are operated as pumping wells. Recovered groundwater is discharged to BSA.

Periodic Review Report (PRR) Certification Statements

1. I certify by checking "YES" below that:

a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and complete.

YES NO

X -

2. If this site has an IC/EC Plan (or equivalent as required in the Decision Document), for each Institutional or Engineering control listed in Boxes 3 and/or 4, I certify by checking "YES" below that all of the following statements are true:

(a) the Institutional Control and/or Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

(b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

(c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

(d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

(e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES NO

X -

IF THE ANSWER TO QUESTION 2 IS NO, sign and date below and DO NOT COMPLETE THE REST OF THIS FORM. Otherwise continue.

A Corrective Measures Work Plan must be submitted along with this form to address these issues.

Signature of Owner, Remedial Party or Designated Representative

Date

11/5/2020

IC CERTIFICATIONS
SITE NO. V00663

Box 6

SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE

I certify that all information and statements in Boxes 1, 2, and 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Jeffrey Crewson at 1800 Broadway, Buffalo, NY 14212
print name print business address

am certifying as owner (Owner or Remedial Party)

for the Site named in the Site Details Section of this form.

[Signature]
Signature of Owner, Remedial Party, or Designated Representative
Rendering Certification

11/5/2020
Date

IC/EC CERTIFICATIONS

Box 7

Qualified Environmental Professional Signature

I certify that all information in Boxes 4 and 5 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Norman Wohlschlag at 1800 Broadway Avenue
print name print business address

am certifying as a Qualified Environmental Professional for the Buffalo Business
(Owner or Remedial Party) Park

Norman Wohlschlag
Signature of Qualified Environmental Professional, for
the Owner or Remedial Party, Rendering Certification

Stamp
(Required for PE)

10/5/20
Date

APPENDIX B
2020 LAB DATA
PACKAGE



Analytical Report For
Buffalo Business Park

For Lab Project ID

205129

Referencing

Brownfield Investigation

Prepared

Friday, October 30, 2020

Any noncompliant QC parameters or other notes impacting data interpretation are flagged or documented on the final report or are noted below.

A handwritten signature in black ink, appearing to read "R. R. Boyd", is positioned above a horizontal line.

Certifies that this report has been approved by the Technical Director or Designee

179 Lake Avenue • Rochester, NY 14608 • (585) 647-2530 • Fax (585) 647-3311 • ELAP ID# 10958



Lab Project ID: 205129

Client: **Buffalo Business Park**

Project Reference: Brownfield Investigation

Sample Identifier: MW-2BR

Lab Sample ID: 205129-01

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

Volatile Organics

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
1,1,1-Trichloroethane	< 2.00	ug/L		10/27/2020 19:48
1,1,2,2-Tetrachloroethane	< 2.00	ug/L		10/27/2020 19:48
1,1,2-Trichloroethane	< 2.00	ug/L		10/27/2020 19:48
1,1-Dichloroethane	< 2.00	ug/L		10/27/2020 19:48
1,1-Dichloroethene	< 2.00	ug/L		10/27/2020 19:48
1,2,3-Trichlorobenzene	< 5.00	ug/L		10/27/2020 19:48
1,2,4-Trichlorobenzene	< 5.00	ug/L		10/27/2020 19:48
1,2-Dibromo-3-Chloropropane	< 10.0	ug/L		10/27/2020 19:48
1,2-Dibromoethane	< 2.00	ug/L		10/27/2020 19:48
1,2-Dichlorobenzene	< 2.00	ug/L		10/27/2020 19:48
1,2-Dichloroethane	< 2.00	ug/L		10/27/2020 19:48
1,2-Dichloropropane	< 2.00	ug/L		10/27/2020 19:48
1,3-Dichlorobenzene	< 2.00	ug/L		10/27/2020 19:48
1,4-Dichlorobenzene	< 2.00	ug/L		10/27/2020 19:48
1,4-Dioxane	< 20.0	ug/L		10/27/2020 19:48
2-Butanone	< 10.0	ug/L		10/27/2020 19:48
2-Hexanone	< 5.00	ug/L		10/27/2020 19:48
4-Methyl-2-pentanone	< 5.00	ug/L		10/27/2020 19:48
Acetone	< 10.0	ug/L		10/27/2020 19:48
Benzene	< 1.00	ug/L		10/27/2020 19:48
Bromochloromethane	< 5.00	ug/L		10/27/2020 19:48
Bromodichloromethane	< 2.00	ug/L		10/27/2020 19:48
Bromoform	< 5.00	ug/L		10/27/2020 19:48
Bromomethane	< 2.00	ug/L		10/27/2020 19:48
Carbon disulfide	< 2.00	ug/L		10/27/2020 19:48
Carbon Tetrachloride	< 2.00	ug/L		10/27/2020 19:48
Chlorobenzene	< 2.00	ug/L		10/27/2020 19:48
Chloroethane	< 2.00	ug/L		10/27/2020 19:48

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



Lab Project ID: 205129

Client: Buffalo Business Park

Project Reference: Brownfield Investigation

Sample Identifier: MW-2BR

Lab Sample ID: 205129-01

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

Chloroform	< 2.00	ug/L	10/27/2020 19:48
Chloromethane	< 2.00	ug/L	10/27/2020 19:48
cis-1,2-Dichloroethene	133	ug/L	10/27/2020 19:48
cis-1,3-Dichloropropene	< 2.00	ug/L	10/27/2020 19:48
Cyclohexane	< 10.0	ug/L	10/27/2020 19:48
Dibromochloromethane	< 2.00	ug/L	10/27/2020 19:48
Dichlorodifluoromethane	< 2.00	ug/L	10/27/2020 19:48
Ethylbenzene	< 2.00	ug/L	10/27/2020 19:48
Freon 113	< 2.00	ug/L	10/27/2020 19:48
Isopropylbenzene	< 2.00	ug/L	10/27/2020 19:48
m,p-Xylene	< 2.00	ug/L	10/27/2020 19:48
Methyl acetate	< 2.00	ug/L	10/27/2020 19:48
Methyl tert-butyl Ether	< 2.00	ug/L	10/27/2020 19:48
Methylcyclohexane	< 2.00	ug/L	10/27/2020 19:48
Methylene chloride	< 5.00	ug/L	10/27/2020 19:48
o-Xylene	< 2.00	ug/L	10/27/2020 19:48
Styrene	< 5.00	ug/L	10/27/2020 19:48
Tetrachloroethene	< 2.00	ug/L	10/27/2020 19:48
Toluene	< 2.00	ug/L	10/27/2020 19:48
trans-1,2-Dichloroethene	< 2.00	ug/L	10/27/2020 19:48
trans-1,3-Dichloropropene	< 2.00	ug/L	10/27/2020 19:48
Trichloroethene	< 2.00	ug/L	10/27/2020 19:48
Trichlorofluoromethane	< 2.00	ug/L	10/27/2020 19:48
Vinyl chloride	14.7	ug/L	10/27/2020 19:48

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Report Prepared Friday, October 30, 2020



Client: Buffalo Business Park

Project Reference: Brownfield Investigation

Sample Identifier: MW-2BR

Lab Sample ID: 205129-01

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Limits</u>	<u>Outliers</u>	<u>Date Analyzed</u>
1,2-Dichloroethane-d4	91.8	59.4 - 149		10/27/2020 19:48
4-Bromofluorobenzene	79.2	49 - 138		10/27/2020 19:48
Pentafluorobenzene	104	90.1 - 115		10/27/2020 19:48
Toluene-D8	91.9	77.3 - 118		10/27/2020 19:48

Method Reference(s): EPA 8260C
EPA 5030C

Data File: x74352.D



Lab Project ID: 205129

Client: Buffalo Business Park

Project Reference: Brownfield Investigation

Sample Identifier: MW-3BR

Lab Sample ID: 205129-02

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

Volatile Organics

Analyte	Result	Units	Qualifier	Date Analyzed
1,1,1-Trichloroethane	< 50.0	ug/L		10/28/2020 19:03
1,1,2,2-Tetrachloroethane	< 50.0	ug/L		10/28/2020 19:03
1,1,2-Trichloroethane	< 50.0	ug/L		10/28/2020 19:03
1,1-Dichloroethane	< 50.0	ug/L		10/28/2020 19:03
1,1-Dichloroethene	< 50.0	ug/L		10/28/2020 19:03
1,2,3-Trichlorobenzene	< 125	ug/L		10/28/2020 19:03
1,2,4-Trichlorobenzene	< 125	ug/L		10/28/2020 19:03
1,2-Dibromo-3-Chloropropane	< 250	ug/L		10/28/2020 19:03
1,2-Dibromoethane	< 50.0	ug/L		10/28/2020 19:03
1,2-Dichlorobenzene	< 50.0	ug/L		10/28/2020 19:03
1,2-Dichloroethane	< 50.0	ug/L		10/28/2020 19:03
1,2-Dichloropropane	< 50.0	ug/L		10/28/2020 19:03
1,3-Dichlorobenzene	< 50.0	ug/L		10/28/2020 19:03
1,4-Dichlorobenzene	< 50.0	ug/L		10/28/2020 19:03
1,4-Dioxane	< 500	ug/L		10/28/2020 19:03
2-Butanone	< 250	ug/L		10/28/2020 19:03
2-Hexanone	< 125	ug/L		10/28/2020 19:03
4-Methyl-2-pentanone	< 125	ug/L		10/28/2020 19:03
Acetone	< 250	ug/L		10/28/2020 19:03
Benzene	< 25.0	ug/L		10/28/2020 19:03
Bromochloromethane	< 125	ug/L		10/28/2020 19:03
Bromodichloromethane	< 50.0	ug/L		10/28/2020 19:03
Bromoform	< 125	ug/L		10/28/2020 19:03
Bromomethane	< 50.0	ug/L		10/28/2020 19:03
Carbon disulfide	< 50.0	ug/L		10/28/2020 19:03
Carbon Tetrachloride	< 50.0	ug/L		10/28/2020 19:03
Chlorobenzene	< 50.0	ug/L		10/28/2020 19:03
Chloroethane	< 50.0	ug/L		10/28/2020 19:03

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



Lab Project ID: 205129

Client: Buffalo Business Park

Project Reference: Brownfield Investigation

Sample Identifier: MW-3BR

Lab Sample ID: 205129-02

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

Chloroform	< 50.0	ug/L	10/28/2020 19:03
Chloromethane	< 50.0	ug/L	10/28/2020 19:03
cis-1,2-Dichloroethene	2390	ug/L	10/28/2020 19:03
cis-1,3-Dichloropropene	< 50.0	ug/L	10/28/2020 19:03
Cyclohexane	< 250	ug/L	10/28/2020 19:03
Dibromochloromethane	< 50.0	ug/L	10/28/2020 19:03
Dichlorodifluoromethane	< 50.0	ug/L	10/28/2020 19:03
Ethylbenzene	< 50.0	ug/L	10/28/2020 19:03
Freon 113	< 50.0	ug/L	10/28/2020 19:03
Isopropylbenzene	< 50.0	ug/L	10/28/2020 19:03
m,p-Xylene	< 50.0	ug/L	10/28/2020 19:03
Methyl acetate	< 50.0	ug/L	10/28/2020 19:03
Methyl tert-butyl Ether	< 50.0	ug/L	10/28/2020 19:03
Methylcyclohexane	< 50.0	ug/L	10/28/2020 19:03
Methylene chloride	< 125	ug/L	10/28/2020 19:03
o-Xylene	< 50.0	ug/L	10/28/2020 19:03
Styrene	< 125	ug/L	10/28/2020 19:03
Tetrachloroethene	3170	ug/L	10/28/2020 19:03
Toluene	< 50.0	ug/L	10/28/2020 19:03
trans-1,2-Dichloroethene	< 50.0	ug/L	10/28/2020 19:03
trans-1,3-Dichloropropene	< 50.0	ug/L	10/28/2020 19:03
Trichloroethene	995	ug/L	10/28/2020 19:03
Trichlorofluoromethane	< 50.0	ug/L	10/28/2020 19:03
Vinyl chloride	76.4	ug/L	10/28/2020 19:03

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Report Prepared Friday, October 30, 2020



Client: Buffalo Business Park

Project Reference: Brownfield Investigation

Sample Identifier: MW-3BR

Lab Sample ID: 205129-02

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Limits</u>	<u>Outliers</u>	<u>Date Analyzed</u>
1,2-Dichloroethane-d4	103	59.4 - 149		10/28/2020 19:03
4-Bromofluorobenzene	72.8	49 - 138		10/28/2020 19:03
Pentafluorobenzene	104	90.1 - 115		10/28/2020 19:03
Toluene-D8	89.2	77.3 - 118		10/28/2020 19:03

Method Reference(s): EPA 8260C
EPA 5030C

Data File: x74386.D



Lab Project ID: 205129

Client: **Buffalo Business Park**

Project Reference: Brownfield Investigation

Sample Identifier: MW-5ABR

Lab Sample ID: 205129-03

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

Volatile Organics

Analyte	Result	Units	Qualifier	Date Analyzed
1,1,1-Trichloroethane	< 100	ug/L		10/28/2020 19:26
1,1,2,2-Tetrachloroethane	< 100	ug/L		10/28/2020 19:26
1,1,2-Trichloroethane	< 100	ug/L		10/28/2020 19:26
1,1-Dichloroethane	< 100	ug/L		10/28/2020 19:26
1,1-Dichloroethene	< 100	ug/L		10/28/2020 19:26
1,2,3-Trichlorobenzene	< 250	ug/L		10/28/2020 19:26
1,2,4-Trichlorobenzene	< 250	ug/L		10/28/2020 19:26
1,2-Dibromo-3-Chloropropane	< 500	ug/L		10/28/2020 19:26
1,2-Dibromoethane	< 100	ug/L		10/28/2020 19:26
1,2-Dichlorobenzene	< 100	ug/L		10/28/2020 19:26
1,2-Dichloroethane	< 100	ug/L		10/28/2020 19:26
1,2-Dichloropropane	< 100	ug/L		10/28/2020 19:26
1,3-Dichlorobenzene	< 100	ug/L		10/28/2020 19:26
1,4-Dichlorobenzene	< 100	ug/L		10/28/2020 19:26
1,4-Dioxane	< 1000	ug/L		10/28/2020 19:26
2-Butanone	< 500	ug/L		10/28/2020 19:26
2-Hexanone	< 250	ug/L		10/28/2020 19:26
4-Methyl-2-pentanone	< 250	ug/L		10/28/2020 19:26
Acetone	< 500	ug/L		10/28/2020 19:26
Benzene	< 50.0	ug/L		10/28/2020 19:26
Bromochloromethane	< 250	ug/L		10/28/2020 19:26
Bromodichloromethane	< 100	ug/L		10/28/2020 19:26
Bromoform	< 250	ug/L		10/28/2020 19:26
Bromomethane	< 100	ug/L		10/28/2020 19:26
Carbon disulfide	< 100	ug/L		10/28/2020 19:26
Carbon Tetrachloride	< 100	ug/L		10/28/2020 19:26
Chlorobenzene	< 100	ug/L		10/28/2020 19:26
Chloroethane	< 100	ug/L		10/28/2020 19:26

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



Lab Project ID: 205129

Client: Buffalo Business Park

Project Reference: Brownfield Investigation

Sample Identifier: MW-5ABR

Lab Sample ID: 205129-03

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

Chloroform	< 100	ug/L	10/28/2020 19:26
Chloromethane	< 100	ug/L	10/28/2020 19:26
cis-1,2-Dichloroethene	6070	ug/L	10/28/2020 19:26
cis-1,3-Dichloropropene	< 100	ug/L	10/28/2020 19:26
Cyclohexane	< 500	ug/L	10/28/2020 19:26
Dibromochloromethane	< 100	ug/L	10/28/2020 19:26
Dichlorodifluoromethane	< 100	ug/L	10/28/2020 19:26
Ethylbenzene	< 100	ug/L	10/28/2020 19:26
Freon 113	< 100	ug/L	10/28/2020 19:26
Isopropylbenzene	< 100	ug/L	10/28/2020 19:26
m,p-Xylene	< 100	ug/L	10/28/2020 19:26
Methyl acetate	< 100	ug/L	10/28/2020 19:26
Methyl tert-butyl Ether	< 100	ug/L	10/28/2020 19:26
Methylcyclohexane	< 100	ug/L	10/28/2020 19:26
Methylene chloride	< 250	ug/L	10/28/2020 19:26
o-Xylene	< 100	ug/L	10/28/2020 19:26
Styrene	< 250	ug/L	10/28/2020 19:26
Tetrachloroethene	< 100	ug/L	10/28/2020 19:26
Toluene	< 100	ug/L	10/28/2020 19:26
trans-1,2-Dichloroethene	< 100	ug/L	10/28/2020 19:26
trans-1,3-Dichloropropene	< 100	ug/L	10/28/2020 19:26
Trichloroethene	353	ug/L	10/28/2020 19:26
Trichlorofluoromethane	< 100	ug/L	10/28/2020 19:26
Vinyl chloride	< 100	ug/L	10/28/2020 19:26

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Report Prepared Friday, October 30, 2020



Lab Project ID: 205129

Client: **Buffalo Business Park**

Project Reference: Brownfield Investigation

Sample Identifier: MW-5ABR

Lab Sample ID: 205129-03

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Limits</u>	<u>Outliers</u>	<u>Date Analyzed</u>
1,2-Dichloroethane-d4	100	59.4 - 149		10/28/2020 19:26
4-Bromofluorobenzene	73.7	49 - 138		10/28/2020 19:26
Pentafluorobenzene	104	90.1 - 115		10/28/2020 19:26
Toluene-D8	89.1	77.3 - 118		10/28/2020 19:26

Method Reference(s): EPA 8260C

EPA 5030C

Data File: x74387.D



Lab Project ID: 205129

Client: Buffalo Business Park
Project Reference: Brownfield Investigation

Sample Identifier:	MW-5BR		
Lab Sample ID:	205129-04	Date Sampled:	10/22/2020
Matrix:	Groundwater	Date Received:	10/26/2020

Volatile Organics

Analyte	Result	Units	Qualifier	Date Analyzed
1,1,1-Trichloroethane	< 100	ug/L		10/28/2020 19:48
1,1,2,2-Tetrachloroethane	< 100	ug/L		10/28/2020 19:48
1,1,2-Trichloroethane	< 100	ug/L		10/28/2020 19:48
1,1-Dichloroethane	< 100	ug/L		10/28/2020 19:48
1,1-Dichloroethene	< 100	ug/L		10/28/2020 19:48
1,2,3-Trichlorobenzene	< 250	ug/L		10/28/2020 19:48
1,2,4-Trichlorobenzene	< 250	ug/L		10/28/2020 19:48
1,2-Dibromo-3-Chloropropane	< 500	ug/L		10/28/2020 19:48
1,2-Dibromoethane	< 100	ug/L		10/28/2020 19:48
1,2-Dichlorobenzene	< 100	ug/L		10/28/2020 19:48
1,2-Dichloroethane	< 100	ug/L		10/28/2020 19:48
1,2-Dichloropropane	< 100	ug/L		10/28/2020 19:48
1,3-Dichlorobenzene	< 100	ug/L		10/28/2020 19:48
1,4-Dichlorobenzene	< 100	ug/L		10/28/2020 19:48
1,4-Dioxane	< 1000	ug/L		10/28/2020 19:48
2-Butanone	< 500	ug/L		10/28/2020 19:48
2-Hexanone	< 250	ug/L		10/28/2020 19:48
4-Methyl-2-pentanone	< 250	ug/L		10/28/2020 19:48
Acetone	< 500	ug/L		10/28/2020 19:48
Benzene	< 50.0	ug/L		10/28/2020 19:48
Bromochloromethane	< 250	ug/L		10/28/2020 19:48
Bromodichloromethane	< 100	ug/L		10/28/2020 19:48
Bromoform	< 250	ug/L		10/28/2020 19:48
Bromomethane	< 100	ug/L		10/28/2020 19:48
Carbon disulfide	< 100	ug/L		10/28/2020 19:48
Carbon Tetrachloride	< 100	ug/L		10/28/2020 19:48
Chlorobenzene	< 100	ug/L		10/28/2020 19:48
Chloroethane	< 100	ug/L		10/28/2020 19:48

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



Lab Project ID: 205129

Client: **Buffalo Business Park**

Project Reference: Brownfield Investigation

Sample Identifier: MW-5BR

Lab Sample ID: 205129-04

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

Chloroform	< 100	ug/L	10/28/2020 19:48
Chloromethane	< 100	ug/L	10/28/2020 19:48
cis-1,2-Dichloroethene	6080	ug/L	10/28/2020 19:48
cis-1,3-Dichloropropene	< 100	ug/L	10/28/2020 19:48
Cyclohexane	< 500	ug/L	10/28/2020 19:48
Dibromochloromethane	< 100	ug/L	10/28/2020 19:48
Dichlorodifluoromethane	< 100	ug/L	10/28/2020 19:48
Ethylbenzene	< 100	ug/L	10/28/2020 19:48
Freon 113	< 100	ug/L	10/28/2020 19:48
Isopropylbenzene	< 100	ug/L	10/28/2020 19:48
m,p-Xylene	< 100	ug/L	10/28/2020 19:48
Methyl acetate	< 100	ug/L	10/28/2020 19:48
Methyl tert-butyl Ether	< 100	ug/L	10/28/2020 19:48
Methylcyclohexane	< 100	ug/L	10/28/2020 19:48
Methylene chloride	< 250	ug/L	10/28/2020 19:48
o-Xylene	< 100	ug/L	10/28/2020 19:48
Styrene	< 250	ug/L	10/28/2020 19:48
Tetrachloroethene	< 100	ug/L	10/28/2020 19:48
Toluene	< 100	ug/L	10/28/2020 19:48
trans-1,2-Dichloroethene	< 100	ug/L	10/28/2020 19:48
trans-1,3-Dichloropropene	< 100	ug/L	10/28/2020 19:48
Trichloroethene	< 100	ug/L	10/28/2020 19:48
Trichlorofluoromethane	< 100	ug/L	10/28/2020 19:48
Vinyl chloride	178	ug/L	10/28/2020 19:48

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Report Prepared Friday, October 30, 2020



Lab Project ID: 205129

Client: **Buffalo Business Park**

Project Reference: Brownfield Investigation

Sample Identifier: MW-5BR

Lab Sample ID: 205129-04

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Limits</u>	<u>Outliers</u>	<u>Date Analyzed</u>
1,2-Dichloroethane-d4	107	59.4 - 149		10/28/2020 19:48
4-Bromofluorobenzene	72.1	49 - 138		10/28/2020 19:48
Pentafluorobenzene	103	90.1 - 115		10/28/2020 19:48
Toluene-D8	86.8	77.3 - 118		10/28/2020 19:48

Method Reference(s): EPA 8260C
EPA 5030C

Data File: x74388.D



Lab Project ID: 205129

Client: **Buffalo Business Park**

Project Reference: Brownfield Investigation

Sample Identifier: MW-4BR

Lab Sample ID: 205129-05

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

Volatile Organics

Analyte	Result	Units	Qualifier	Date Analyzed
1,1,1-Trichloroethane	< 50.0	ug/L		10/28/2020 20:11
1,1,2,2-Tetrachloroethane	< 50.0	ug/L		10/28/2020 20:11
1,1,2-Trichloroethane	< 50.0	ug/L		10/28/2020 20:11
1,1-Dichloroethane	< 50.0	ug/L		10/28/2020 20:11
1,1-Dichloroethene	< 50.0	ug/L		10/28/2020 20:11
1,2,3-Trichlorobenzene	< 125	ug/L		10/28/2020 20:11
1,2,4-Trichlorobenzene	< 125	ug/L		10/28/2020 20:11
1,2-Dibromo-3-Chloropropane	< 250	ug/L		10/28/2020 20:11
1,2-Dibromoethane	< 50.0	ug/L		10/28/2020 20:11
1,2-Dichlorobenzene	< 50.0	ug/L		10/28/2020 20:11
1,2-Dichloroethane	< 50.0	ug/L		10/28/2020 20:11
1,2-Dichloropropane	< 50.0	ug/L		10/28/2020 20:11
1,3-Dichlorobenzene	< 50.0	ug/L		10/28/2020 20:11
1,4-Dichlorobenzene	< 50.0	ug/L		10/28/2020 20:11
1,4-Dioxane	< 500	ug/L		10/28/2020 20:11
2-Butanone	< 250	ug/L		10/28/2020 20:11
2-Hexanone	< 125	ug/L		10/28/2020 20:11
4-Methyl-2-pentanone	< 125	ug/L		10/28/2020 20:11
Acetone	< 250	ug/L		10/28/2020 20:11
Benzene	< 25.0	ug/L		10/28/2020 20:11
Bromochloromethane	< 125	ug/L		10/28/2020 20:11
Bromodichloromethane	< 50.0	ug/L		10/28/2020 20:11
Bromoform	< 125	ug/L		10/28/2020 20:11
Bromomethane	< 50.0	ug/L		10/28/2020 20:11
Carbon disulfide	< 50.0	ug/L		10/28/2020 20:11
Carbon Tetrachloride	< 50.0	ug/L		10/28/2020 20:11
Chlorobenzene	< 50.0	ug/L		10/28/2020 20:11
Chloroethane	< 50.0	ug/L		10/28/2020 20:11

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



Client: Buffalo Business Park

Project Reference: Brownfield Investigation

Sample Identifier: MW-4BR

Lab Sample ID: 205129-05

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

Chloroform	< 50.0	ug/L	10/28/2020 20:11
Chloromethane	< 50.0	ug/L	10/28/2020 20:11
cis-1,2-Dichloroethene	2760	ug/L	10/28/2020 20:11
cis-1,3-Dichloropropene	< 50.0	ug/L	10/28/2020 20:11
Cyclohexane	< 250	ug/L	10/28/2020 20:11
Dibromochloromethane	< 50.0	ug/L	10/28/2020 20:11
Dichlorodifluoromethane	< 50.0	ug/L	10/28/2020 20:11
Ethylbenzene	< 50.0	ug/L	10/28/2020 20:11
Freon 113	< 50.0	ug/L	10/28/2020 20:11
Isopropylbenzene	< 50.0	ug/L	10/28/2020 20:11
m,p-Xylene	< 50.0	ug/L	10/28/2020 20:11
Methyl acetate	< 50.0	ug/L	10/28/2020 20:11
Methyl tert-butyl Ether	< 50.0	ug/L	10/28/2020 20:11
Methylcyclohexane	< 50.0	ug/L	10/28/2020 20:11
Methylene chloride	< 125	ug/L	10/28/2020 20:11
o-Xylene	< 50.0	ug/L	10/28/2020 20:11
Styrene	< 125	ug/L	10/28/2020 20:11
Tetrachloroethene	1960	ug/L	10/28/2020 20:11
Toluene	< 50.0	ug/L	10/28/2020 20:11
trans-1,2-Dichloroethene	< 50.0	ug/L	10/28/2020 20:11
trans-1,3-Dichloropropene	< 50.0	ug/L	10/28/2020 20:11
Trichloroethene	877	ug/L	10/28/2020 20:11
Trichlorofluoromethane	< 50.0	ug/L	10/28/2020 20:11
Vinyl chloride	52.5	ug/L	10/28/2020 20:11



Client: Buffalo Business Park

Project Reference: Brownfield Investigation

Sample Identifier: MW-4BR

Lab Sample ID: 205129-05

Date Sampled: 10/22/2020

Matrix: Groundwater

Date Received: 10/26/2020

<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Limits</u>	<u>Outliers</u>	<u>Date Analyzed</u>
1,2-Dichloroethane-d4	107	59.4 - 149		10/28/2020 20:11
4-Bromofluorobenzene	67.9	49 - 138		10/28/2020 20:11
Pentafluorobenzene	103	90.1 - 115		10/28/2020 20:11
Toluene-D8	86.6	77.3 - 118		10/28/2020 20:11

Method Reference(s): EPA 8260C
EPA 5030C

Data File: x74389.D



Analytical Report Appendix

The reported results relate only to the samples as they have been received by the laboratory.

Each page of this document is part of a multipage report. This document may not be reproduced except in its entirety, without the prior consent of Paradigm Environmental Services, Inc.

All soil/sludge samples have been reported on a dry weight basis, unless qualified "reported as received". Other solids are reported as received.

Low level Volatiles blank reports for soil/solid matrix are based on a nominal 5 gram weight. Sample results and reporting limits are based on actual weight, which may be more or less than 5 grams.

The Chain of Custody provides additional information, including compliance with sample condition requirements upon receipt. Sample condition requirements are defined under the 2003 NELAC Standard, sections 5.5.8.3.1 and 5.5.8.3.2.

NYSDOH ELAP does not certify for all parameters. Paradigm Environmental Services or the indicated subcontracted laboratory does hold certification for all analytes where certification is offered by ELAP unless otherwise specified. Aliquots separated for certain tests, such as TCLP, are indicated on the Chain of Custody and final reports with an "A" suffix.

Data qualifiers are used, when necessary, to provide additional information about the data. This information may be communicated as a flag or as text at the bottom of the report. Please refer to the following list of analyte-specific, frequently used data flags and their meaning:

"<" = Analyzed for but not detected at or above the quantitation limit.

"E" = Result has been estimated, calibration limit exceeded.

"Z" = See case narrative.

"D" = Sample, Laboratory Control Sample, or Matrix Spike Duplicate results above Relative Percent Difference limit.

"M" = Matrix spike recoveries outside QC limits. Matrix bias indicated.

"B" = Method blank contained trace levels of analyte. Refer to included method blank report.

"J" = Result estimated between the quantitation limit and half the quantitation limit.

"L" = Laboratory Control Sample recovery outside accepted QC limits.

"P" = Concentration differs by more than 40% between the primary and secondary analytical columns.

"NC" = Not calculable. Applicable to RPD if sample or duplicate result is non-detect or estimated (see primary report for data flags). Applicable to MS if sample is greater or equal to ten times the spike added. Applicable to sample surrogates or MS if sample dilution is 10x or higher.

"" = Indicates any recoveries outside associated acceptance windows. Surrogate outliers in samples are presumed matrix effects. LCS demonstrates method compliance unless otherwise noted.*

"(1)" = Indicates data from primary column used for QC calculation.

"A" = denotes a parameter for which ELAP does not offer approval as part of their laboratory certification program.

"F" = denotes a parameter for which Paradigm does not carry certification, the results for which should therefore only be used where ELAP certification is not required, such as personal exposure assessment.

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

GENERAL TERMS AND CONDITIONS

LABORATORY SERVICES

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory (LAB) and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the LAB. The invalidity or unenforceability in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state which services are procured.

Warranty.

Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.

Scope and Compensation.

LAB agrees to perform the services described in the chain of custody to which these terms and conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described. LAB will use LAB default method for all tests unless specified otherwise on the Work Order.

Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1-1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sale, use or other taxes. Such taxes will be added to invoice prices when required.

Prices.

Compensation for services performed will be based on the current Lab Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time based charges are determined from the time of resolution of all work order questions. Testimony, court appearances or data compilation for legal action will be charged separately. Evaluation and reporting of initial screening runs may incur additional fees.

Limitations of Liability.

In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.

LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results.

All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB.

Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

Hazard Disclosure.

Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance that is to be delivered to LAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

Sample Handling.

Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises.

Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on the final report.

Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples.

LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.

Legal Responsibility.

LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.

Assignment.

LAB may assign its performance obligations under this contract to other parties, as it deems necessary. LAB shall disclose to Client any assignee (subcontractor) by ELAP ID # on the submitted final report.

Force Majeure.

LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB, which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.

Law.

This contract shall be continued under the laws of the State of New York without regard to its conflicts of laws provision.

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Report Prepared Friday, October 30, 2020



2082

Chain of Custody Supplement

Client: Buffalo Business Park Completed by: Molly Paul
 Lab Project ID: 205129 Date: 10/26/2020

Sample Condition Requirements

Per NELAC/ELAP 210/241/242/243/244

Condition	NELAC compliance with the sample condition requirements upon receipt		
	Yes	No	N/A
Container Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Transferred to method-compliant container	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Headspace (<1 mL)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Preservation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Chlorine Absent (<0.10 ppm per test strip)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	_____		
Holding Time	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Temperature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	<u>6°C</u>		
Compliant Sample Quantity/Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		

APPENDIX C
2020 FIELD DATA SHEETS

APPENDIX D

**SUB-SLAB DEPRESSURIZATION SYSTEM
CERTIFICATION**



studio T3

2495 Main Street, Suite 301
Buffalo, NY 14214
phone: (716) 803-6400
fax: (716) 810-9504

November 16, 2020

Buffalo Business Park
ATTN: Gary Crewson
1800 Broadway, Bldg. 1D
Buffalo, New York 14212
Reference: **SSDS System Site Inspections**

Dear Mr. Crewson,

I completed an inspection of both sub-slab depressurization systems (SSDS) at the Buffalo Business Park in Buffalo, New York on Friday, November 13, 2020. The inspection results are summarized in the table below:

BUFFALO BUSINESS PARK SSDS INSPECTIONS - 11/13/2020						
ADDRESS	REFERENCE #	VACUUM	ELECTRIC POWER	PIPING	DRAW	SUCTION
1800 BROADWAY - BLDG 1A	B-1	OPERATIONAL	ON	INTACT	SATISFACTORY	AUDIBLE
1800 BROADWAY - BLDG 1A	B-2	OPERATIONAL	ON	INTACT	SATISFACTORY	AUDIBLE

Based on the results both of the soil vapor extraction systems are functional and operating optimally.

Please do not hesitate to contact me with any questions regarding the above.

Andrew Terragnoli, P.E.



APPENDIX E
POST TREATMENT SYSTEM
DATA PACKAGES

APPENDIX A



PARADIGM
ENVIRONMENTAL SERVICES, INC.

Analytical Report For

EGMS

For Lab Project ID

200187

Referencing

Buffalo Business Park

Prepared

Thursday, January 16, 2020

Any noncompliant QC parameters or other notes impacting data interpretation are flagged or documented on the final report or are noted below.

A handwritten signature in black ink, appearing to read "R. R. [unclear]", is written over a horizontal line.

Certifies that this report has been approved by the Technical Director or Designee

179 Lake Avenue • Rochester, NY 14608 • (585) 647-2530 • Fax (585) 647-3311 • ELAP ID# 10958

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Report Prepared Thursday, January 16, 2020

Page 1 of 7



Client: EGMS
Project Reference: Buffalo Business Park

Sample Identifier: BBP-BSA-1/10/20
Lab Sample ID: 200187-01
Matrix: Groundwater

Date Sampled: 1/10/2020
Date Received: 1/13/2020

Mercury

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Mercury	< 0.000200	mg/L		1/15/2020 13:45
Method Reference(s):	EPA 245.1 Rev 3.0 (1994)			
Preparation Date:	1/15/2020			
Data File:	Hg200115A			

Volatile Organics

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
1,1,1-Trichloroethane	< 2.00	ug/L		1/15/2020 19:10
1,1,2,2-Tetrachloroethane	< 2.00	ug/L		1/15/2020 19:10
1,1,2-Trichloroethane	< 2.00	ug/L		1/15/2020 19:10
1,1-Dichloroethane	< 2.00	ug/L		1/15/2020 19:10
1,1-Dichloroethene	< 2.00	ug/L		1/15/2020 19:10
1,2-Dichlorobenzene	< 2.00	ug/L		1/15/2020 19:10
1,2-Dichloroethane	< 2.00	ug/L		1/15/2020 19:10
1,2-Dichloropropane	< 2.00	ug/L		1/15/2020 19:10
1,3-Dichlorobenzene	< 2.00	ug/L		1/15/2020 19:10
1,4-Dichlorobenzene	< 2.00	ug/L		1/15/2020 19:10
2-Chloroethyl vinyl Ether	< 10.0	ug/L		1/15/2020 19:10
Benzene	< 1.00	ug/L		1/15/2020 19:10
Bromodichloromethane	< 2.00	ug/L		1/15/2020 19:10
Bromoform	< 5.00	ug/L		1/15/2020 19:10
Bromomethane	< 2.00	ug/L		1/15/2020 19:10
Carbon Tetrachloride	< 2.00	ug/L		1/15/2020 19:10
Chlorobenzene	< 2.00	ug/L		1/15/2020 19:10
Chloroethane	< 2.00	ug/L		1/15/2020 19:10
Chloroform	< 2.00	ug/L		1/15/2020 19:10
Chloromethane	< 2.00	ug/L		1/15/2020 19:10
cis-1,3-Dichloropropene	< 2.00	ug/L		1/15/2020 19:10

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



Lab Project ID: 200187

Client: EGMS
Project Reference: Buffalo Business Park

Sample Identifier: BBP-BSA-1/10/20
Lab Sample ID: 200187-01 **Date Sampled:** 1/10/2020
Matrix: Groundwater **Date Received:** 1/13/2020

Dibromochloromethane	< 2.00	ug/L	1/15/2020	19:10
Ethylbenzene	< 2.00	ug/L	1/15/2020	19:10
Methylene chloride	< 5.00	ug/L	1/15/2020	19:10
Tetrachloroethene	< 2.00	ug/L	1/15/2020	19:10
Toluene	< 2.00	ug/L	1/15/2020	19:10
trans-1,2-Dichloroethene	< 2.00	ug/L	1/15/2020	19:10
trans-1,3-Dichloropropene	< 2.00	ug/L	1/15/2020	19:10
Trichloroethene	< 2.00	ug/L	1/15/2020	19:10
Trichlorofluoromethane	< 2.00	ug/L	1/15/2020	19:10
Vinyl chloride	< 2.00	ug/L	1/15/2020	19:10

<u>Surrogate</u>	<u>Percent Recovery</u>	<u>Limits</u>	<u>Outliers</u>	<u>Date Analyzed</u>
1,2-Dichloroethane-d4	124	74.3 - 138		1/15/2020 19:10
4-Bromofluorobenzene	73.5	66.3 - 125		1/15/2020 19:10
Pentafluorobenzene	100	87.4 - 111		1/15/2020 19:10
Toluene-D8	87.6	85.8 - 113		1/15/2020 19:10

Method Reference(s): EPA 624.1

Data File: x67884.D

The analyte 2-Chloroethyl vinyl Ether does not recover from acid preserved VOA vials.



Analytical Report Appendix

The reported results relate only to the samples as they have been received by the laboratory.

Each page of this document is part of a multipage report. This document may not be reproduced except in its entirety, without the prior consent of Paradigm Environmental Services, Inc.

All soil/sludge samples have been reported on a dry weight basis, unless qualified "reported as received". Other solids are reported as received.

Low level Volatiles blank reports for soil/solid matrix are based on a nominal 5 gram weight. Sample results and reporting limits are based on actual weight, which may be more or less than 5 grams.

The Chain of Custody provides additional information, including compliance with sample condition requirements upon receipt. Sample condition requirements are defined under the 2003 NELAC Standard, sections 5.5.8.3.1 and 5.5.8.3.2.

NYSDOH ELAP does not certify for all parameters. Paradigm Environmental Services or the indicated subcontracted laboratory does hold certification for all analytes where certification is offered by ELAP unless otherwise specified. Aliquots separated for certain tests, such as TCLP, are indicated on the Chain of Custody and final reports with an "A" suffix.

Data qualifiers are used, when necessary, to provide additional information about the data. This information may be communicated as a flag or as text at the bottom of the report. Please refer to the following list of analyte-specific, frequently used data flags and their meaning:

"<" = Analyzed for but not detected at or above the quantitation limit.

"E" = Result has been estimated, calibration limit exceeded.

"Z" = See case narrative.

"D" = Sample, Laboratory Control Sample, or Matrix Spike Duplicate results above Relative Percent Difference limit.

"M" = Matrix spike recoveries outside QC limits. Matrix bias indicated.

"B" = Method blank contained trace levels of analyte. Refer to included method blank report.

"J" = Result estimated between the quantitation limit and half the quantitation limit.

"L" = Laboratory Control Sample recovery outside accepted QC limits.

"P" = Concentration differs by more than 40% between the primary and secondary analytical columns.

"NC" = Not calculable. Applicable to RPD if sample or duplicate result is non-detect or estimated (see primary report for data flags). Applicable to MS if sample is greater or equal to ten times the spike added. Applicable to sample surrogates or MS if sample dilution is 10x or higher.

"" = Indicates any recoveries outside associated acceptance windows. Surrogate outliers in samples are presumed matrix effects. LCS demonstrates method compliance unless otherwise noted.*

"(1)" = Indicates data from primary column used for QC calculation.

"A" = denotes a parameter for which ELAP does not offer approval as part of their laboratory certification program.

"F" = denotes a parameter for which Paradigm does not carry certification, the results for which should therefore only be used where ELAP certification is not required, such as personal exposure assessment.

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

GENERAL TERMS AND CONDITIONS

LABORATORY SERVICES

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory (LAB) and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the LAB. The invalidity or unenforceability in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state which services are procured.

Warranty.

Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.

Scope and Compensation.

LAB agrees to perform the services described in the chain of custody to which these terms and conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described. LAB will use LAB default method for all tests unless specified otherwise on the Work Order.

Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1-1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sale, use or other taxes. Such taxes will be added to invoice prices when required.

Prices.

Compensation for services performed will be based on the current Lab Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time based charges are determined from the time of resolution of all work order questions. Testimony, court appearances or data compilation for legal action will be charged separately. Evaluation and reporting of initial screening runs may incur additional fees.

Limitations of Liability.

In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.

LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results.

All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB.

Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

Hazard Disclosure.

Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance that is to be delivered to LAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

Sample Handling.

Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises.

Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on the final report.

Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples.

LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.

Legal Responsibility.

LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.

Assignment.

LAB may assign its performance obligations under this contract to other parties, as it deems necessary. LAB shall disclose to Client any assignee (subcontractor) by ELAP ID # on the submitted final report.

Force Majeure.

LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB, which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.

Law.

This contract shall be continued under the laws of the State of New York without regard to its conflicts of laws provision.

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



Chain of Custody Supplement

Client: EGMS Completed by: Glenn Pezzulo
 Lab Project ID: 200187 Date: 1/13/2020

Sample Condition Requirements
 Per NELAC/ELAP 210/241/242/243/244

Condition	NELAC compliance with the sample condition requirements upon receipt		
	Yes	No	N/A
Container Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Transferred to method-compliant container	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Headspace (<1 mL)	<input checked="" type="checkbox"/> VOA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	_____		
Preservation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Chlorine Absent (<0.10 ppm per test strip)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	VOA 624: Cl ⁻ neg.		
Holding Time	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Temperature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> metals
Comments	4°C iced		
Compliant Sample Quantity/Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		

APPENDIX B



PARADIGM
ENVIRONMENTAL SERVICES, INC.

Analytical Report For
Buffalo Business Park

For Lab Project ID

203294

Referencing

BSA

Prepared

Wednesday, July 22, 2020

Any noncompliant QC parameters or other notes impacting data interpretation are flagged or documented on the final report or are noted below.

Certifies that this report has been approved by the Technical Director or Designee

179 Lake Avenue • Rochester, NY 14608 • (585) 647-2530 • Fax (585) 647-3311 • ELAP ID# 10958

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Report Prepared Wednesday, July 22, 2020



Lab Project ID: 203294

Client: **Buffalo Business Park**

Project Reference: BSA

Sample Identifier: BBP 7-16

Lab Sample ID: 203294-01

Date Sampled: 7/16/2020

Matrix: Water

Date Received: 7/17/2020

Mercury

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Mercury	< 0.000200	mg/L		7/21/2020 07:59
Method Reference(s):	EPA 245.1 Rev 3.0 (1994)			
Preparation Date:	7/20/2020			
Data File:	Hg200721A			

pH

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
pH	7.27 @ 9.3 C	S.U.		7/17/2020 16:15
Method Reference(s):	SM22 4500 H+ B			
<i>ELAP does not offer this test for approval as part of their laboratory certification program.</i>				

Volatile Organics

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
1,1,1-Trichloroethane	< 4.00	ug/L		7/21/2020 13:03
1,1,2,2-Tetrachloroethane	< 4.00	ug/L		7/21/2020 13:03
1,1,2-Trichloroethane	< 4.00	ug/L		7/21/2020 13:03
1,1-Dichloroethane	< 4.00	ug/L		7/21/2020 13:03
1,1-Dichloroethene	< 4.00	ug/L		7/21/2020 13:03
1,2-Dichlorobenzene	< 4.00	ug/L		7/21/2020 13:03
1,2-Dichloroethane	< 4.00	ug/L		7/21/2020 13:03
1,2-Dichloropropane	< 4.00	ug/L		7/21/2020 13:03
1,3-Dichlorobenzene	< 4.00	ug/L		7/21/2020 13:03
1,4-Dichlorobenzene	< 4.00	ug/L		7/21/2020 13:03
2-Chloroethyl vinyl Ether	< 20.0	ug/L		7/21/2020 13:03
Benzene	< 2.00	ug/L		7/21/2020 13:03
Bromodichloromethane	< 4.00	ug/L		7/21/2020 13:03
Bromoform	< 10.0	ug/L		7/21/2020 13:03
Bromomethane	< 4.00	ug/L		7/21/2020 13:03
Carbon Tetrachloride	< 4.00	ug/L		7/21/2020 13:03

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



Lab Project ID: 203294

Client: **Buffalo Business Park**

Project Reference: BSA

Sample Identifier: BBP 7-16

Lab Sample ID: 203294-01

Date Sampled: 7/16/2020

Matrix: Water

Date Received: 7/17/2020

Chlorobenzene	< 4.00	ug/L	7/21/2020	13:03
Chloroethane	< 4.00	ug/L	7/21/2020	13:03
Chloroform	< 4.00	ug/L	7/21/2020	13:03
Chloromethane	< 4.00	ug/L	7/21/2020	13:03
cis-1,3-Dichloropropene	< 4.00	ug/L	7/21/2020	13:03
Dibromochloromethane	< 4.00	ug/L	7/21/2020	13:03
Ethylbenzene	< 4.00	ug/L	7/21/2020	13:03
Methylene chloride	< 10.0	ug/L	7/21/2020	13:03
Tetrachloroethene	228	ug/L	7/21/2020	13:03
Toluene	< 4.00	ug/L	7/21/2020	13:03
trans-1,2-Dichloroethene	6.56	ug/L	7/21/2020	13:03
trans-1,3-Dichloropropene	< 4.00	ug/L	7/21/2020	13:03
Trichloroethene	230	ug/L	7/21/2020	13:03
Trichlorofluoromethane	< 4.00	ug/L	7/21/2020	13:03
Vinyl chloride	< 4.00	ug/L	7/21/2020	13:03

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
1,2-Dichloroethane-d4	82.7	80.8 - 132		7/21/2020 13:03
4-Bromofluorobenzene	72.6	56.6 - 130		7/21/2020 13:03
Pentafluorobenzene	107	87.4 - 113		7/21/2020 13:03
Toluene-D8	96.9	82.2 - 115		7/21/2020 13:03

Method Reference(s): EPA 624.1

Data File: x71925.D

The analyte 2-Chloroethyl vinyl Ether does not recover from acid preserved VOA vials.



Analytical Report Appendix

The reported results relate only to the samples as they have been received by the laboratory.

Each page of this document is part of a multipage report. This document may not be reproduced except in its entirety, without the prior consent of Paradigm Environmental Services, Inc.

All soil/sludge samples have been reported on a dry weight basis, unless qualified "reported as received". Other solids are reported as received.

Low level Volatiles blank reports for soil/solid matrix are based on a nominal 5 gram weight. Sample results and reporting limits are based on actual weight, which may be more or less than 5 grams.

The Chain of Custody provides additional information, including compliance with sample condition requirements upon receipt. Sample condition requirements are defined under the 2003 NELAC Standard, sections 5.5.8.3.1 and 5.5.8.3.2.

NYSDOH ELAP does not certify for all parameters. Paradigm Environmental Services or the indicated subcontracted laboratory does hold certification for all analytes where certification is offered by ELAP unless otherwise specified. Aliquots separated for certain tests, such as TCLP, are indicated on the Chain of Custody and final reports with an "A" suffix.

Data qualifiers are used, when necessary, to provide additional information about the data. This information may be communicated as a flag or as text at the bottom of the report. Please refer to the following list of analyte-specific, frequently used data flags and their meaning:

"<" = Analyzed for but not detected at or above the quantitation limit.

"E" = Result has been estimated, calibration limit exceeded.

"Z" = See case narrative.

"D" = Sample, Laboratory Control Sample, or Matrix Spike Duplicate results above Relative Percent Difference limit.

"M" = Matrix spike recoveries outside QC limits. Matrix bias indicated.

"B" = Method blank contained trace levels of analyte. Refer to included method blank report.

"J" = Result estimated between the quantitation limit and half the quantitation limit.

"L" = Laboratory Control Sample recovery outside accepted QC limits.

"P" = Concentration differs by more than 40% between the primary and secondary analytical columns.

"NC" = Not calculable. Applicable to RPD if sample or duplicate result is non-detect or estimated (see primary report for data flags). Applicable to MS if sample is greater or equal to ten times the spike added. Applicable to sample surrogates or MS if sample dilution is 10x or higher.

"" = Indicates any recoveries outside associated acceptance windows. Surrogate outliers in samples are presumed matrix effects. LCS demonstrates method compliance unless otherwise noted.*

"(1)" = Indicates data from primary column used for QC calculation.

"A" = denotes a parameter for which ELAP does not offer approval as part of their laboratory certification program.

"F" = denotes a parameter for which Paradigm does not carry certification, the results for which should therefore only be used where ELAP certification is not required, such as personal exposure assessment.

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

GENERAL TERMS AND CONDITIONS

LABORATORY SERVICES

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory (LAB) and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the LAB. The invalidity or unenforceability in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state which services are procured.

Warranty.

Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.

Scope and Compensation.

LAB agrees to perform the services described in the chain of custody to which these terms and conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described. LAB will use LAB default method for all tests unless specified otherwise on the Work Order.

Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1-1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sale, use or other taxes. Such taxes will be added to invoice prices when required.

Prices.

Compensation for services performed will be based on the current Lab Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time based charges are determined from the time of resolution of all work order questions. Testimony, court appearances or data compilation for legal action will be charged separately. Evaluation and reporting of initial screening runs may incur additional fees.

Limitations of Liability.

In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.

LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results.

All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB.

Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

Hazard Disclosure.

Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance that is to be delivered to LAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

Sample Handling.

Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises.

Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on the final report.

Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples.

LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.

Legal Responsibility.

LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.

Assignment.

LAB may assign its performance obligations under this contract to other parties, as it deems necessary. LAB shall disclose to Client any assignee (subcontractor) by ELAP ID # on the submitted final report.

Force Majeure.

LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB, which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.

Law.

This contract shall be continued under the laws of the State of New York without regard to its conflicts of laws provision.

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

Report Prepared Wednesday, July 22, 2020

2072



Chain of Custody Supplement

Client: Buffalo Business Park Completed by: Molly Paul
Lab Project ID: 203294 Date: 7/17/2020

Sample Condition Requirements
Per NELAC/ELAP 210/241/242/243/244

Condition	NELAC compliance with the sample condition requirements upon receipt		
	Yes	No	N/A
Container Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Transferred to method-compliant container	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Headspace (<1 mL)	<input checked="" type="checkbox"/> VOA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	_____		
Preservation	<input checked="" type="checkbox"/> VOA, met	<input type="checkbox"/>	<input checked="" type="checkbox"/> PH
Comments	_____		
Chlorine Absent (<0.10 ppm per test strip)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	<u>VOA: Cl⁻ neg.</u>		
Holding Time	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> PH	<input type="checkbox"/>
Comments	_____		
Temperature	<input checked="" type="checkbox"/> VOA	<input type="checkbox"/>	<input checked="" type="checkbox"/> met PH
Comments	<u>ice cool</u>		
Compliant Sample Quantity/Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		