

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that an Adjourned City Council meeting will be held on Monday, November 29, 2010, at 6:30 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

Resolution No. 1 - Approving Cost Sharing Agreement Between the City of Watertown and Niagara Mohawk Power Corporation

Resolution No. 2 - Approving the 2010-2013 Collective Bargaining Agreement Between the City of Watertown and the Local CSEA Unit 7151-00

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

Tabled - Approving Agreement for Water Sales Between the City of Watertown and the Town of Watertown, as Administrator for Each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6

STAFF REPORTS

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
DECEMBER 6, 2010.**

Res No. 1

November 24, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Cost Sharing Agreement Between the
City of Watertown and Niagara Mohawk (d.b.a. National Grid),
J. B. Wise Parking Lot Reconstruction

Niagara Mohawk is responsible for the performance of certain investigation and remedial activities associated with a former manufactured gas plant site located at/near the J.B. Wise parking lot area in the City of Watertown, Jefferson County, New York, which was owned and operated by a Niagara Mohawk predecessor. This is the property where the City will be installing new utilities, creating access ways and reconstructing the parking lot.

During the reconstruction of the work area, the City and Niagara Mohawk will be required to use Special Environmental precautions to deal with the contaminated soils on the site. For that reason, the City and Niagara Mohawk have entered into an Agreement to formalize the City's provision of access for Niagara Mohawk and Niagara Mohawk's reimbursement of all costs incurred by the City associated with addressing MGP residuals on the site while construction activities are taking place in accordance with the Special Environmental Conditions section.

A resolution approving the Cost Sharing Agreement has been prepared and a copy of the Agreement is attached for City Council consideration, except that the Special Environmental Conditions section of the Agreement, listed as Exhibit B, which is available on the City's website for review.

Approving Cost Sharing Agreement
Between the City of Watertown and
Niagara Mohawk Power Corporation

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS Niagara Mohawk (d.b.a. National Grid) is responsible for the performance of certain investigation and remedial activities associated with a former manufactured gas plant site located within a portion of the J.B. Wise Parking Lot in the City of Watertown, Jefferson County, New York, which was owned and operated by a Niagara Mohawk predecessor, and

WHEREAS this site is included in a Voluntary Consent Order entered into between National Grid and the New York State department of Environmental Conservation (NYSDEC) for the investigation and remediation of the site, and

WHEREAS the City is planning to reconstruct the J. B. Wise parking lot, and

WHEREAS in accordance with the Special Environmental Conditions Section contained in the City’s Bid package, the City of Watertown will perform work during the reconstruction of the J. B. Wise parking lot to address the cleanup of the site, and

WHEREAS the parties are entering into this Agreement to formalize the City’s provision of access for National Grid to perform Remedial Investigations on the MPG site and the J.B. Wise parking lot concurrent with the project; and National Grid’s reimbursement of certain costs to the City associated with addressing MGP residuals during the reconstruction activities in accordance with the Special Environmental Conditions Section.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Cost Sharing Agreement between the City of Watertown and Niagara Mohawk Power Corporation, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

DATE: November 24, 2010

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer *kwH*

SUBJECT: J.B. Wise Parking Lot MGP Cost Sharing Agreement

Enclosed is a copy of the cost sharing agreement with National Grid and the City of Watertown. It concerns the reimbursement of costs for the disposition of MGP related materials that may be encountered while installing underground utilities as part of the JB Wise Parking Lot Reconstruction Project.

As part of this agreement, National Grid will reimburse the City all costs incurred by the contractor, project inspectors, and City staff for the handling and disposal of any MGP related material during the course of the project.

This agreement is one of the last remaining hurdles to complete before the contractor can execute the underground utility work in the MGP area. The final task for the contractor is to submit the Community Air Monitoring Plan (CAMP) and the Health and Safety Plan (HASP) to the NYSDEC for approval. Once this is obtained, work in the delineated MGP area can begin.

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made by and between Niagara Mohawk (d.b.a. National Grid) and the City of Watertown ("City").

WHEREAS, National Grid is responsible for the performance of certain investigation and remedial activities associated with a former manufactured gas plant ("MGP") site located within a portion of the J.B. Wise Parking Lot, near Black River Parkway, in the City of Watertown, New York ("MGP Site"). The Watertown (Anthony Street) MGP Site is being addressed by Niagara Mohawk d/b/a National Grid ("National Grid") under the Voluntary Consent Order (Index Number D0-0001-0011) entered into between National Grid and the New York State Department of Environmental Conservation ("NYSDEC") for the investigation and remediation of 24 former non-owned MGP sites. The Watertown (Anthony Street) Former MGP Site is one of those sites.

WHEREAS, National Grid conducted investigations as part of the ongoing Remedial Investigation (RI) as required by the Consent Order. The investigation data indicates that MGP-related materials are present in the soil and groundwater at some locations within the MGP Investigation Area. Figure 1, which is attached hereto as Exhibit A, displays the location of the MGP Investigation Area.

WHEREAS, the City is planning to reconstruct the J.B. Wise Parking Lot, and the City's plans and specifications for the project are provided in the June 2009 *Specifications and Contract Documents for the J.B. Wise Parking Lot Reconstruction, City of Watertown, New York* ("Project") prepared by Lu Engineers ("Engineer") and provided to National Grid by the City.

WHEREAS, National Grid has prepared a *Special Environmental Conditions* document ("SECs") to address MGP-related materials that may be encountered during the Project. The SECs include a *MGP-Related Waste Characterization Plan* ("Waste Characterization Plan") to be implemented by National Grid. The final SECs (as approved by the New York State Department of Environmental Conservation ["NYSDEC"]) are included with this Agreement as Exhibit B, and are to be included within the City's Project Bid Package ("Bid Documents") and the Project Contract Documents.

WHEREAS, National Grid is performing a RI on the MGP Site and the J.B. Wise Parking Lot concurrent with the Project. The RI activities have generally included the following activities: completion and sampling of soil borings and test pits; installation and sampling of both overburden and bedrock ground water monitoring wells; and a soil vapor intrusion evaluation. The RI has been substantially completed and was set forth in the *Final Remedial Investigation Work Plan* prepared by ARCADIS (Environmental Engineer) for National Grid and dated July 31, 2008.

WHEREAS, the parties are entering into this Agreement to formalize National Grid's reimbursement of costs for MGP-related environmental activities incurred by the City during the Project, as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. Purpose of Agreement

This Agreement memorializes commitments by National Grid and the City. National Grid commits to reimburse the City for costs associated with addressing MGP-related materials during the Project. The City commits to generate a set of Contract Documents that encourages the minimization of waste material generation and supports MGP-related cost savings measures during the Project. The parties shall cooperate with each other to effectuate the purpose of this Agreement.

II. Design/Bidding Phase

The City has retained an Engineer to be responsible for the Project design and the preparation of Project Bid Documents and the Project Contract Documents ("Contract Documents"). National Grid has retained a Representative ("Environmental Engineer") to be responsible for the preparation of the SECs and MGP-related issues. It is the intent of the parties that the Engineer and the Environmental Engineer do not duplicate efforts (to the extent possible) and coordinate their activities in a cost-effective manner.

The City has designed the contract work, placed the work out to bid, and awarded the contract to Bat-Con, Inc. of Marcellus, New York. The MGP-related work is contained in the portion of the project denominated Alternate No. 3 ("Alternate No. 3").

III. Construction Phase

During the Project, the responsibilities of National Grid and the City will be as follows:

A. National Grid Responsibilities

1. National Grid shall attend a pre-construction meeting during which the MGP-related requirements shall be discussed and reiterated to the successful Bidder.

2. National Grid shall review and comment on MGP-related Contractor's Submittals as required under the SECs and as required by NYSDEC.

3. National Grid shall provide a field representative during MGP-related activities, as determined to be necessary by the Engineer or the City in order to: 1) evaluate whether or not the MGP-related activities are conducted in conformance with the MGP-related portions of the Contract Documents and in accordance with field changes accepted by the NYSDEC and National Grid; 2) perform waste characterization sampling and analysis as set forth in the Waste Characterization Plan; and 3) coordinate directly with the City to address activities, if any, observed by National Grid that do not conform with MGP-related requirements specified in the Contract Documents.

4. National Grid shall coordinate with the NYSDEC regarding MGP-related environmental activities conducted in association with the Project.

5. National Grid shall be the Generator for MGP-related waste manifests/bill of lading produced during the Project. National Grid shall not be responsible and shall not act as the generator for any non MGP-related materials encountered during the Project, if any, National Grid shall review and sign waste manifests/bills of lading for shipments of MGP-related waste material/debris generated during the Project.

6. Environmental Engineer shall assist the Engineer with the implementation of MGP-related activities when requested by the Engineer or the City.

7. National Grid shall provide a Summary Report for MGP-related environmental activities associated with the Project.

8. National Grid shall reimburse the City for contractor's construction costs associated with addressing MGP-related materials during the Project as identified below in Article V. The costs for which National Grid shall be responsible shall be based on those quantities or percentage of completion of the items in Alternate No. 3.

9. National Grid shall review the City's contractor(s) invoices and provide input to the City in connection with MGP-related environmental activities associated with the Project.

10. National Grid shall review the City's contractor(s) change orders, if any, and addenda, if any, and provide input to the City in Connection with MGP-related activities during the Project.

B. City of Watertown Responsibilities

1. The City shall endeavor to minimize waste material generation, and to support MGP-related cost savings measures during the Project.
2. The City shall require the Contractor to prepare, submit and revise (as necessary) all plans and information requested in the MGP-related portions of the Contract to the acceptance of National Grid and (as necessary) the NYSDEC.
3. The City shall ensure that its Contractor shall provide all supervision, labor, equipment, and materials necessary to implement the activities described in the MGP-related portions of the City's Contract and that all personnel conducting work activities during the Project shall be in compliance with applicable requirements established by the Occupational Safety and Health Administration (OSHA), including (but not necessarily limited to) the regulations at 29 CFR 1910.120. Additionally, the City shall ensure that its Contractor provide to the City and National Grid, where required by law, evidence of training and refresher course updates for on-site personnel (e.g., certificates of training completion) prior to initiating intrusive construction activities within the MGP Investigation Area during the Project or otherwise implementing the SECs.
4. The City shall be responsible for obtaining any permits (and other appropriate authorizations) required for completion of the work activities.
5. The City shall ensure that the Engineer will coordinate with the City's Contractor(s) and the Environmental Engineer to implement the required work activities in conformance with the Agreement and with MGP-related portions of the Contract Documents and/or field changes accepted by NYSDEC and National Grid.
6. The City shall take steps to ensure that the Engineer and the City's Contractor(s) shall attend pre-bid, proposal clarification, and project meetings, including a pre-mobilization/orientation meeting (kick-off meeting), daily/coordination meetings, and a close-out meeting.
7. The City shall inform National Grid in writing of any proposed changes in the scope of MGP-related environmental work activities.
8. The City shall issue contract addenda, if any, and modifications, if any, based on input from National Grid.
9. The City shall accept Contractor change orders, if any, based on input from National Grid.
10. The City shall obtain (if possible) preferential rates for the disposal of non-hazardous materials at the Development Authority of the North Country (DANC) Solid Waste Management Facility in Rodman, New York.

IV. Term of Agreement

A. The effective date of this Agreement shall be the last date it is executed by the parties executing the Agreement.

B. This Agreement shall remain in effect until all activities contemplated by this Agreement are completed unless the parties agree to terminate the Agreement earlier.

V. Cost Reimbursement

A. National Grid agrees to reimburse the City for its costs associated with the completion of MGP-related activities during the Project on a time and materials basis for work performed by the City's contractors. There are to be no lump sum reimbursement obligations on the part of National Grid. These costs consist of the amount of Alternate No. 3 and related change orders, MGP-related costs to the City for engineering, and City's direct payment, if any, of MGP-related disposal costs. The City's direct payment costs will be based on disposal documentation and invoices on a time and materials basis, for work performed by the City's contractors, which costs would include an element for the contractors' reasonable overhead and profit as determined by the contract documents between the City of Watertown and the City's Contractor.

B. The City shall submit pertinent invoices for the reimbursable costs and expenses to National Grid for review and approval. To the extent National Grid requests additional information prior to approving an invoice, City agrees to promptly provide that to National Grid. All invoices for Alternate No. 3 including change orders shall be reimbursed by National Grid within 30 days of receipt and approval of the invoice.

C. With the exception of invoices related to Alternate No. 3, in the event National Grid does not accept an invoice or a portion thereof for payment, National Grid will provide the City with written notice of such disapproval. The written notice will provide a detailed explanation of its non-acceptance. In addition, National Grid shall also meet with the City to review the basis for its disapproval.

VI. Dispute Resolution

A. Except as otherwise stated in the Agreement, all disputes arising under this Agreement shall be resolved in accordance with this Article VI, whether or not reference hereto is made in other provisions hereto that may be relevant to the matter under dispute. Both the City and National Grid shall have a principal contact for purposes of this Article VI ("Representative").

B. The parties will endeavor to resolve in an informal manner any dispute arising under this Agreement through the prompt use of negotiation. If a dispute should

arise, the Representatives will meet either in person or via teleconference at least once to attempt to resolve the dispute. For that purpose, any Representative may request such a meeting within ten (10) days, at a mutually agreed upon time and place.

C. If the dispute has not been resolved within fifteen (15) days after the first meeting of the Representatives, any party to the dispute may (but shall not be required to) request in writing to resolve the claim or controversy in a formal manner through mediation conducted by a mediator selected by parties in dispute. Mediation shall not commence until ten (10) days after all parties have received written notice of a party's request to utilize mediation. During such ten (10) day period, the Representatives will meet at least once in an effort to resolve the dispute. If the dispute is not resolved during that time period, the dispute may proceed to mediation, and the mediation procedure shall be determined by the parties in consultation with the mediator. The fees and expenses of the mediator shall be borne equally by such parties.

D. If the dispute has not been resolved within thirty (30) days after the latter of (a) the first meeting of the Representatives, or (b) the conclusion of mediation, if mediation is initiated under this Agreement, then unless otherwise agreed to in writing by the parties, either party may, upon ten (10) days written notice to the other party, commence litigation to resolve the dispute in the New York State Supreme Court in and for the County of Jefferson.

VII. Parties Bound

This Agreement shall be binding upon the parties and their successors and assigns in interest. This Agreement does not and shall not be construed to create any partnership, joint venture, agency or employer/employee relationship of any kind whatsoever.

VIII. Authority

The undersigned representative of each party is duly authorized to bind such party to the terms of this Agreement. Each party has the legal right, power and authority to enter into this Agreement and to perform its obligations hereunder.

IX. Notice

Notices required under this Agreement shall be provided by regular or first class U.S. Mail, certified mail, overnight mail, telecopied facsimile, or electronic mail (email), the receipt of which email is confirmed in an email from the notice recipient. The addresses and persons to whom notice is to be given are as follows:

If to the City:

Mr. Kurt Hauk
City Engineer
City of Watertown
245 Washington Street
Watertown, NY 13601

with copy to: Ms. Mary M. Corriveau
City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601

If to National Grid:

Mr. Steven P. Stucker
Environmental Department
National Grid
300 Erie Boulevard West
Syracuse, NY 13202
Telephone: (315) 428-5652
Steven.stucker@us.ngrid.com

with copy to:
Francis Murphy, Esq.
Legal Department
National Grid
175 East Old Country Road
Hicksville, NY 11801
Telephone: (516) 545-3745
E-mail:Francis.Murphy@us.ngrid.com

The addresses and persons to whom notice is to be given may be changed by a written notice from the applicable party, sent in a manner described in this paragraph.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Agreed and Accepted:

National Grid

City of Watertown

Signature: _____

Signature: _____

Name(Print):_____

Name(Print):_____

Title:_____

Title:_____

Date:_____

Date:_____

EXHIBIT "A"

Figure 1 - MGP Investigation Area

EXHIBIT "B"
SPECIAL ENVIRONMENTAL CONDITIONS

National Grid

Special Environmental Conditions

Watertown (Anthony Street)

Non-Owned Former MGP Site #V004736

City of Watertown, Jefferson County

July 2010

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C	List of National Grid-Accepted Treatment/Disposal Facilities
D	MGP-Related Waste Characterization Plan
E	MGP-Related Reference Materials (Not Part of Contract) <ul style="list-style-type: none"> • April 2007 Site Characterization Report • 2007 Soil Vapor Intrusion Evaluation • September 2008 Community Fact Sheet • April 2009 Remedial Investigation Data Summary

Acronyms and Abbreviations

bgs	Below Ground Surface
BZ	Breathing Zone
BTEX	Benzene, Toluene, Ethylbenzene, and Xylene
CAMP	Community Air Monitoring Program
CFR	Code of Federal Regulations
City	City of Watertown
CRZ	Contaminant Reduction Zone
DER	NYSDEC Division of Environmental Remediation
EPCP	Emergency Preparedness and Contingency Plan
GCAMP	NYSDOH's Generic Community Air Monitoring Plan
HASP	Health and Safety Plan
LEL	Lower Explosive Limit
LLTD	Low -Temperature Thermal Desorption
mg/kg	milligrams per kilogram
MGP	Manufactured Gas Plant
mil	millimeter
MMA	Materials Management Area
NAPL	Non-Aqueous Phase Liquid

NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
NYSDOT	New York State Department of Transportation
NYCRR	Compilation of Codes, Rules and Regulations of the State of New York
OSHA	Occupational Safety and Health Administration
PAHs	Polycyclic Aromatic Hydrocarbons
PID	Photoionization Detector
PPE	Personal Protective Equipment
ppm	parts per million
RCRA	Resource Conservation and Recovery Act
RI	Remedial Investigation
SC	Site Characterization
SECs	Special Environmental Conditions
SMP	Site Management Plan
SPCC	Spill Prevention Control and Countermeasures
TAGM	Technical and Administrative Guidance Memorandum

1. Introduction

1.1 General

This document presents the Special Environmental Conditions (SECs) for subsurface work associated with the J.B. Wise Parking Lot Reconstruction Project (Reconstruction Project) to be undertaken by the City of Watertown. The Reconstruction Project generally includes the installation of a new sanitary sewer, water main improvements, storm water quality basins, new sidewalks and lighting, as well as pavement and parking lot reconstruction and installation of numerous amenities (e.g., landscape features, benches, bike racks, prefabricated restroom facility, etc.) The details of the project are provided in the *Specifications and Contract Documents for the J.B. Wise Parking Lot Reconstruction, City of Watertown, New York* prepared by Lu Engineers. ARCADIS has prepared these SECs on behalf of Niagara Mohawk (or as identified in this document or other project-documents as Niagara Mohawk d/b/a National Grid [National Grid]) to address potential manufactured gas plant (MGP) related materials that may be encountered during the City of Watertown's (City's) parking lot reconstruction activities. The potential presence of MGP-related materials is associated with National Grid's non-owned Watertown (Anthony Street) Former MGP Site (the site).

The MGP site is being addressed by National Grid, in accordance with a Voluntary Agreement (No. D0-0001-0011, dated January 25, 2002) between National Grid and the New York State Department of Environmental Conservation (NYSDEC) for the investigation and, where necessary, remediation of MGP by-products that may remain at 24 former MGP sites located throughout New York State. The Watertown (Anthony Street) site is one of those sites.

The site is approximately located at 121 J. B. Wise Place (formerly Anthony Street) in the area near Black River Parkway in Watertown, New York (Figure 1). The former MGP site was owned and operated by a predecessor company of Niagara Mohawk and National Grid. The site has been the subject of site characterization and remedial investigation activities pursuant to that Voluntary Agreement in order to determine the extent of environmental impacts associated with the former MGP operations. The results of the characterization/investigation activities, summarized in Section 1.3, indicate the presence of subsurface MGP-related materials at some locations within the MGP Investigation Area designated on Figure 1.

Based on the potential to encounter MGP-related materials, these SECs have been prepared to identify the MGP-related environmental requirements and procedures to be

ARCADIS

Special Environmental Conditions

Watertown (Anthony Street)
Non-Owned Former
MGPSite #V004736
City of Watertown,
Jefferson County, New York

addressed/implemented during the subsurface reconstruction activities conducted within the MGP Investigation Area shown on Figure 1, and to achieve the following: 1) obtain NYSDEC acceptance of these environmental requirements and procedures; and 2) be a part of the contract executed between the successful bidder (the Contractor) and the City of Watertown (the Owner) for the Reconstruction Project. Specifically, the following information is provided herein:

- Description of project responsibilities.
- Summary of background information.
- Description of the MGP-related environmental work activities, environmental considerations, and requirements to be addressed/implemented during reconstruction activities to address MGP-related materials that may be encountered.
- Description of the submittals to be prepared by the City's Contractor in close coordination with National Grid/ARCADIS for implementation of MGP-related environmental work activities to be conducted during the reconstruction activities.

The requirements and procedures described herein are intended to be followed in conjunction with the parking lot Reconstruction Project.

These Special Environmental Conditions have been organized as follows:

Section	Purpose
Section 1 - Introduction	Presents project responsibilities for reconstruction activities, background information, and regulatory requirements.
Section 2 - Scope of MGP-Related Environmental Work Activities	Presents a detailed description of the environmental work activities to be conducted to address MGP-related materials.
Section 3 - Special Environmental Conditions Submittals	Identifies the submittals to be provided for MGP-related environmental work activities to be conducted during the City's Reconstruction Project within the MGP Investigation Area.
Appendices	Present technical and administrative details supporting these SECs.

1.2 Project Responsibilities for MGP-Related Environmental Work Activities

This subsection identifies the minimum responsibilities of the City of Watertown (Owner), the City's Contractor, City's Engineer (Engineer), NYSDEC, National Grid, and the ARCADIS (Environmental Engineer) for MGP-related environmental work activities to be conducted during the reconstruction activities within the MGP Investigation Area (Figure 1). As presented in NYSDEC's July 21, 2010 letter to National Grid, all environmental work associated with the Reconstruction Project must be performed to the satisfaction of the NYSDEC. Lines of communication may be further defined and will be clearly established by all parties during the pre-construction activities (refer to Section 2).

1.2.1 City of Watertown (Owner) Responsibilities

The City of Watertown will have overall responsibility for the Reconstruction Project and will act as the Owner. In general, the City of Watertown will be responsible for the following:

- Executing the Reconstruction Project contract (to include these Special Environmental Conditions) with the successful Contractor.
- Coordinating with the Contractor, the Engineer, NYSDEC, and National Grid/ARCADIS to implement the required work activities in conformance with the NYSDEC-accepted SECs (including the NYSDEC-accepted Contractor submittals required by these SECs). Provide the NYSDEC with weekly progress updates and schedule information on a weekly basis.
- Issuing Contract addenda (if any) and modifications (if any).
- Approving Contractor change orders (if any).
- Reviewing and accepting the Summary Report to be prepared by National Grid/ARCADIS to document the MGP-related environmental work completed during the Reconstruction Project, and providing the necessary information to support the development of that report (e.g., post-disposal bills-of-lading for MGP-related materials transported/disposed offsite).

1.2.2 City of Watertown's Contractor Responsibilities

In general, the Contractor's responsibilities, to be presented in the Contract, will include, but may not be limited to, the following:

- Preparing, submitting, revising (as necessary), and implementing the MGP-related submittals that are generally described in these SECs.
- Providing all supervision, labor, equipment, and materials necessary to implement the Contractor's activities that are generally described in these SECs. All of the Contractor's on-site personnel that conduct subsurface work activities within the MGP Investigation Area and 2 feet or greater below existing grade shall be in compliance with applicable requirements established by the Occupational Safety and Health Administration (OSHA), including (but not necessarily limited to) the regulations at 29 CFR 1910.120 and 1926.65. The Contractor's on-site personnel responsible for management and off-site transportation of waste materials (if any) that are either RCRA Hazardous Wastes or DOT Hazardous Materials will be required to have completed the appropriate DOT Hazardous Materials or RCRA Hazardous Waste training courses.
- Implementing the activities generally described in these SECs in a safe manner and in accordance with applicable federal, state and local laws, rules and regulations.
- Attending project meetings, including a pre-mobilization health and safety/orientation meeting (kick-off meeting), daily coordination meetings when working within the MGP Investigation Area, and a close-out meeting.
- Developing and implementing a Community Air Monitoring Plan that is consistent with the New York State Department of Health (NYSDOH) Generic Community Air Monitoring Plan (see Appendix A) and NYSDEC Fugitive Dust and Particulate Monitoring Procedures (see Appendix B). The Contractor (or subcontractor) will have qualified personnel that regularly provide these services, and the onsite personnel implementing the CAMP will have similar experience at environmental sites.
- Utilizing waste characterizations provided by National Grid/ARCADIS, establishing and preparing waste profiles, and arranging with designated treatment/disposal facilities (refer to Section 2.5, and Appendix C) for disposal of MGP-related materials (if any), generated during the subsurface reconstruction activities conducted within the MGP Investigation Area that require offsite treatment/disposal.

ARCADIS

Special Environmental Conditions

Watertown (Anthony Street)
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MGPSite #V004736
City of Watertown,
Jefferson County, New York

- Handling, segregating, staging, and containerizing MGP-related materials generated by the activities described in these SECs.
- Suppressing dust and odors during all phases of subsurface activities within the MGP Investigation Area and associated contaminated materials handling activities (if any), to the satisfaction of National Grid/ARCADIS and as described in these SECs.
- Preparing bills of lading/manifests, to be signed by the Generator (National Grid) in accordance with National Grid protocols, for the off-site shipment of MGP-related waste materials.
- Covering soil/waste materials containing MGP-related materials that are placed in the staging area(s) at the conclusion of daily work activities using a low-permeability liner to minimize potential migration/siltation of material/debris to areas beyond the staging area(s). In addition, the Contractor shall cover rolloff waste containers (if used) with a low-permeability tarp at the end of each work day, during precipitation events, and after filling the containers.
- Coordinating with NYCRR Part 364 licensed waste haulers and appropriately permitted treatment/disposal facilities for offsite transportation and treatment/disposal of the MGP-related wastes generated during completion of the activities described in these SECs.
- Obtaining record copies of the signed post-disposal manifests/bills of lading from the disposal facilities and providing the record copies to National Grid/ARCADIS.
- Coordinating with the NYSDEC, National Grid/ARCADIS and the City or the City's designated representative, as necessary, to complete required work activities; informing National Grid/ARCADIS of any changes in the scope of MGP-related environmental work activities set forth in the Contract; and complying with all federal, state, and local regulations that govern the work to be performed.
- Inspecting (if constructed) the materials management area, the decontamination pad, and other MGP-related operational areas on a daily basis (minimum) to ensure that these area being effectively maintained and used.
- Notifying the NYSDEC Spills Response Unit in the event that hazardous materials or contaminants are found within the excavation zone that are not MGP-related. Prior to notifying the NYSDEC's Spill Hotline, the City will be notified (in accordance with the

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Contract) and NYSDEC Watertown (Anthony Street) MGP Project Manager will also be notified (if available).

1.2.3 City's Engineer Responsibilities

- Providing engineering oversight of the Contractor's work under the Contract for the J.B. Wise Parking Lot Reconstruction Project.
- Reviewing the work and required submittals outlined in these SECs with National Grid/ARCADIS and the NYSDEC.
- Coordinating and communicating with NYSDEC and National Grid/ARCADIS to support the effective implementation of these SECs.
- Notifying the NYSDEC Watertown (Anthony Street) MGP Project Manager as soon as possible in the event of an emergency, including an uncontrolled release by the Contractor.

1.2.4 NYSDEC Responsibilities

In general, the NYSDEC's responsibilities will include the following:

- Reviewing and accepting the environmental requirements and procedures presented in these SECs, and the associated submittals to be prepared by the City's Contractor (in close coordination with National Grid/ARCADIS).
- Coordinating and communicating with the City and National Grid/ARCADIS to support the effective implementation of these SECs.
- Participating (as necessary) in project meetings (e.g., pre-mobilization health and safety/orientation meeting (kick-off meeting) and daily coordination meetings when working within the MGP Investigation Area).
- Conduct daily construction observations as deemed necessary.
- Reviewing and accepting the Summary Report to be prepared by National Grid/ARCADIS to document the MGP-related environmental work completed during the reconstruction activities.

1.2.5 National Grid/ARCADIS Responsibilities

National Grid has retained ARCADIS (Environmental Engineer) to provide environmental services to National Grid during the Reconstruction Project. National Grid/ARCADIS will support the Owner and the Engineer in addressing MGP-related environmental activities, and, in general, National Grid/ARCADIS will be responsible for the following:

- Acting as the "Generator/Generator's Agent" for soil/debris/liquid materials resulting from reconstruction activities conducted within the MGP Investigation Area to accommodate off-site treatment/disposal of the waste, in order to accommodate off-site treatment/disposal of MGP-related materials. National Grid will not be responsible and will not act as the generator for any non MGP-related materials encountered.
- Providing available soil and groundwater characterization analytical data, implementing the Appendix D MGP-Related Waste Characterization Plan, obtaining additional waste soil samples and wastewater samples (if any), transmitting the samples to a NYSDOH Certified Analytical laboratory, obtaining the analytical results in a timely manner, and providing the results to the Owner/Engineer and the NYSDEC.
- Coordinating with the Owner, Engineer, and the NYSDEC regarding MGP-related environmental activities, including meetings (e.g., pre-mobilization health and safety/orientation meeting (kick-off meeting), daily coordination meetings when working within the MGP Investigation Area, and a close-out meeting).
- Reviewing and approving Contractor change orders (if any) and addenda (if any) for MGP-related environmental remediation activities and providing comments to the Owner and the Engineer.
- Reviewing and approving Contractor invoices for MGP-related environmental activities.
- Communicating directly with the Owner and Engineer regarding MGP-related environmental activities.
- Reviewing environmental submittals prepared by the Contractor and required by these SECs and providing comments to the Owner/Engineer.
- Providing a field representative to implement MGP-related on-site services (e.g., collecting of additional waste characterization samples) and to provide MGP-related

field support to the Engineer during project field activities, as determined to be necessary and as agreed-upon by National Grid and the Owner.

- Collecting additional waste characterization samples, if necessary, to determine disposal requirements for the MGP-related waste streams generated by the Reconstruction Project.
- Reviewing and signing (as an authorized agent for the generator, National Grid) waste manifests/bills of lading for shipments of MGP-related waste material/debris generated by the reconstruction activities.
- Maintaining a project log containing waste manifests/bills of lading for MGP-related wastes generated by the reconstruction activities.
- Assisting the City or the City's designated representative with Contractor coordination activities and general project management (e.g., attendance at daily coordination meetings) for MGP-related environmental activities.
- Preparing a Summary Report to document the MGP-related environmental work completed during the reconstruction activities for review and acceptance of the Owner and the NYSDEC. This report will meet the applicable requirements of the Voluntary Agreement between National Grid and the NYSDEC. At a minimum, this report will include the following: description of the MGP-related environmental activities completed as part of the Reconstruction Project; analytical results of any waste characterization sampling conducted; information regarding the final disposition of MGP-related materials treated/disposed offsite; and summary of the community air monitoring program and the associated air monitoring data.

1.3 Investigation Summary

Background information is provided below in terms of the MGP facility location and history, and discussion of the subsurface conditions encountered during the site characterization and remedial investigation activities conducted by National Grid, in accordance with the Voluntary Agreement with the NYSDEC.

1.3.1 MGP Location and History

The approximate 0.9-acre former MGP site is located at J. B. Wise Place) formerly known as Anthony Street). The former Watertown Gas Works heated coal and produced

“manufactured” gas which was utilized for lighting, heating, and cooking by Watertown homes and businesses. Review of Sanborn Fire Insurance Maps (Sanborns) indicates that the MGP was present in 1884. The 1884 Sanborn map showed that the MGP consisted of two gas holders, nine retorts, gas house, storage shed, and two-story coal house with railroad tracks across Anthony Street to the east of the site. The site was apparently expanded in 1890 to include a purifying house and purifiers, and other associated structures and again in 1902 with a third gas holder. The approximate locations of former MGP structures are shown on Figure 1.

MGP-related operations appear to have stopped between 1902 and 1909, with other businesses occupying some of the gas plant buildings. Between 1909 and 1949, all remnants of the MGP-related structures were removed from the site. The site was redeveloped as F.A. Empsall & Co. Department Store and parking lot, after the former gas works were removed. Between 1949 and 1971, Anthony Street was renamed J.B. Wise Place.

Readily apparent evidence of the former MGP does not exist at the ground surface of the site. Based on review of available Sanborn maps, it appears that most of the structures associated with the former MGP are overlain by the two existing onsite buildings; however, the location of the northernmost (and largest) former gas holder appears to be mostly or entirely covered by parking/driveway areas.

1.3.2 Subsurface Conditions

As identified above, the Watertown (Anthony Street) former MGP site has been the subject of site characterization and remedial investigation activities pursuant to the Voluntary Agreement between NYSDEC and National Grid to determine the extent of environmental impacts associated with the former MGP operations. Specifically, these activities included:

- Site Characterization (SC) work completed during the course of three separate efforts from 2004 to 2006, as detailed in the April 2007 *Site Characterization Report* prepared by ARCADIS on behalf of National Grid.
- Soil Vapor Intrusion Evaluation conducted in 2007, as detailed in National Grid's letter dated July 25, 2007.
- Remedial Investigation (RI) activities completed in Fall 2008, the results of which were summarized in a data package submitted to NYSDEC by National Grid's letter dated

April 8, 2009. National Grid's RI Report is currently being prepared for submittal to NYSDEC in Fall 2010.

These documents, along with a September 2008 Community Fact Sheet, are provided in Appendix E. The general findings of these investigations are briefly summarized below, and the investigation locations are shown on Figure 1. Refer to the respective documents (Not Part of Contract) for further details.

- Soil potentially affected by trace amounts of MGP-related materials was observed in some locations, at depths generally deeper than 6 feet below existing grade.
- Impacted soil potentially attributable to a previous gasoline spill was observed in test pit TP-4 at approximately 6 to 9 feet below ground surface (bgs). The location of this test pit is shown on Figure 1. The highest photoionization detector (PID) readings during the subsurface characterization/investigation activities were measured at this location (maximum of approximately 2,900 parts per million).
- Cinders and ash are abundant in the subsurface material at the site, which are a source of polycyclic aromatic hydrocarbons (PAHs).
- Observations of some tarry material or non-aqueous phase liquids (NAPL) were limited to those locations near former gas holders #1 and # 2 (Figure 1), and were near the top of bedrock surface or within bedrock.
- Overall, BTEX concentrations in site soil samples were low and the two highest BTEX concentrations were detected in soil boring SB-1 (16.8 ppm) located within the approximate footprint of former gas holder #1 and test pit TP-4 (10.7 ppm).
- With the exception of the samples collected from soil boring SB-1 and test pit TP-5, low-level concentrations of PAHs ranged from non-detect to 31.9 ppm total PAHs in the balance of site samples.
- Maximum total PAH concentrations were detected in soil boring SB-1 at 1,750 ppm (8 to 10 feet bgs) and test pit TP-5 at 90.6 ppm (4.5 to 5.5 feet bgs) and 168 ppm (6 to 6.8 feet bgs).
- Groundwater was encountered at approximately 6 feet below the paved ground surface at overburden monitoring well locations MW-1 and MW-2; MW-3 and MW-7 have been dry during the groundwater sampling events.

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- Detected compounds in the groundwater samples collected from the 9 on-site monitoring wells (4 overburden and 5 bedrock) are presented on Figure 6 of the April 2009 data package (copy of which is provided in Appendix E).
- Results of the soil vapor intrusion evaluation indicated no site-related soil vapor intrusion issues and NYSDEC/NYSDOH concluded that no further action was required at this time.

1.4 Regulatory Requirements

The activities detailed herein to address potential MGP-related materials that may be encountered during the City's Reconstruction Project have been identified and developed based (in part) on numerous regulations. Additional regulatory requirements that may be non-MGP related will be addressed in the Contract to be prepared and executed by the City. The Contractor shall be familiar with all applicable federal, state, and local regulations and shall be bound by those regulations whether specifically addressed herein or not.

The following federal and state regulatory requirements have been identified as potentially applicable to the MGP-related environmental work activities to be conducted during the reconstruction activities within the MGP Investigation Area:

Regulation	Topic
29 CFR Parts 1910 & 1926	OSHA Regulations - Hazardous Waste Operations and Emergency Response
40 CFR Parts 260-268	Resource Conservation and Recovery Act (RCRA) - Hazardous Waste Management and Regulations
6 NYCRR Parts 370-374	Solid Waste Management Facilities
6 NYCRR Part 360	Management of Petroleum-Impacted Soil
6 NYCRR Part 364	Waste Transporter Regulations
6 NYCRR Part 371	Identification and Listing of Hazardous Wastes
6 NYCRR Part 372	Hazardous Waste Manifest System and Related Standards

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Regulation	Topic
	for Generators, Transporters, and Disposal Facilities
6 NYCRR Part 376	Hazardous Waste Land Disposal Restrictions

Coal tar wastes and impacted soils from MGP sites, in general, may contain concentrations of benzene that could cause the soils, if excavated, to be classified as a RCRA hazardous waste by benzene toxicity (hazardous waste code D018). If MGP-related soils exhibit the hazardous waste characteristic of benzene toxicity, then these soils will be managed in a manner consistent with the NYSDEC Division of Environmental Remediation (DER)-4, Technical and Administrative Guidance Memorandum (TAGM) 4061, *Management of Coal Tar Waste and Coal Tar Contaminated Soils and Sediment from Former Manufactured Gas Plants*, dated January 11, 2002. This guidance outlines criteria for managing soils that have been impacted with coal tar waste from MGPs and exhibit only the hazardous waste toxicity characteristic for benzene. Such soils may be excluded from NYSDEC's hazardous waste management program (the requirements of Title 6 of the Official Compilation of Codes, Rules, and Regulations [6 NYCRR] Parts 370 - 374 and 376), if the soil is destined for permanent thermal treatment, such as in a permitted low temperature thermal desorption (LTTD) facility. Such soils, however, would be subject to the solid waste handling and transport management requirements of 6 NYCRR Parts 360 and 364. Nonhazardous materials can be disposed of at a National Grid-accepted landfill facility permitted to accept these materials (Appendix C).

2. Scope of MGP-Related Environmental Work Activities

This section presents a task-by-task summary of the MGP-related activities to be implemented during the subsurface parking lot reconstruction activities conducted within the MGP Investigation Area, as listed below.

- Work Task 1 - Preconstruction Activities
- Work Task 2 - Solid and Liquid Materials Handling
- Work Task 3 - Vapor Suppression and Dust Control Measures
- Work Task 4 - Decontamination of Equipment and Materials
- Work Task 5 - Disposition of Waste Materials
- Work Task 6 - Site Restoration/Demobilization

2.1 Work Task 1 - Preconstruction Activities

As summarized below, there are a number of activities to be completed prior to commencement of the intrusive reconstruction activities within the MGP Investigation Area. Additionally, the lines of communication will be clearly established by all parties during the pre-construction activities, including the pre-mobilization health and safety/orientation meeting (kick-off meeting) and the preparation of submittals.

2.1.1 Preparation of MGP-Related Submittals

As summarized herein and detailed in Section 3, the Contractor shall prepare the submittals listed below in close coordination with National Grid/ARCADIS for NYSDEC review and acceptance, prior to commencement of intrusive reconstruction activities within the MGP Investigation Area. To facilitate and streamline the submittal review and acceptance process, copies of similar submittals will be available to the selected Contractor, upon request to National Grid/ARCADIS.

Site Management Plan (SMP) - The SMP shall present a detailed approach (incorporating, as necessary, site maps, details, schedule, etc.) for implementing the pertinent work activities. The specific information to be included in the SMP is identified in Section 3.1, and includes (but is not limited to) a description of the following: specific work responsibilities for personnel assigned to the project; methods to be used to minimize the generation of MGP-related wastes requiring offsite disposal; and the proposed transporters and offsite treatment/disposal facilities to be used for MGP-related materials.

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Project-Specific Health and Safety Plan (HASP) - A project-specific HASP will be prepared for use during the reconstruction activities within the MGP Investigation Area to provide a mechanism for establishing safe working conditions. As detailed in Section 3.1, the HASP shall be prepared in accordance with all applicable rules and regulations, including 29 CFR 1910 and 29 CFR 1926, and shall be certified by a Certified Industrial Hygienist (CIH). Additionally, the Contractor's HASP shall include an air monitoring plan that specifies action levels, which at a minimum, shall not be greater than those specified in Section 3 (from ARCADIS' site-specific HASP; copy available upon request to National Grid/ARCADIS).

Project-Specific Community Air Monitoring Plan (CAMP) - A project-specific CAMP will be prepared consistent with the requirements set forth in the NYSDOH's Generic CAMP (GCAMP) and NYSDEC's Fugitive Dust and Particulate Monitoring (copies provided in Appendix A and Appendix B, respectively). Accordingly, the project-specific CAMP will establish real-time monitoring requirements and action levels for volatile organic compounds and dust/particulates at the downwind perimeter of the MGP Investigation Area when subsurface work and/or contaminated material handling and storage activities are being conducted during the Reconstruction Project. The action levels will trigger increased monitoring and corrective actions to abate emissions and/or shutdown work.

Emergency Preparedness and Contingency Plan (EPCP) - The Contractor's emergency preparedness and contingency plan will detail (at a minimum) the following procedures for emergency preparedness and contingencies: spill prevention and spill response; emergency access/egress; emergency evacuation of personnel from the work site; and methods to contain gasoline/diesel fuel spills. In addition, the plan will include a communication plan and notification directory to be used, for example, if a CAMP exceedance occurs.

2.1.2 Temporary Materials Management Area

To facilitate the storage of solid materials (if necessary), a temporary, lined Materials Management Area (MMA) shall be used at the location(s) determined in the field with the Owner and National Grid/ARCADIS. Based on the scope of the Reconstruction Project and site conditions, water management during the subsurface reconstruction work within the MGP Investigation Area is not anticipated to be necessary (see Section 2.2). As also detailed in Section 2.2, excavated (trenched) material that is observed to be MGP-impacted (either through visual or olfactory observation) or otherwise cannot be backfilled into the trench in accordance with the Contract, is to be segregated at the direction of National

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Grid/ARCADIS or designated representative (Owner/Engineer) and is to be placed in the MMA for waste characterization sampling and analysis, waste profiling, and offsite transport and disposal in accordance with applicable local, state and federal regulations.

The MMA could include a polyethylene lined roll-off container(s) and/or an impoundment with the sides bermed and the bottom lined with a low-permeability liner sloped to collection sump(s). As detailed on Figure 2, an impoundment area will include additional precautions to protect the integrity of the liners which will include a drainage/soil layer, and cushion geotextiles. The Contractor shall be responsible for constructing and maintaining the MMA to accommodate all staging scenarios; however, National Grid will not be responsible, nor act as the generator, for any non-MGP related materials.

The MMA shall be constructed (if necessary) as detailed on Figure 2 to meet the following minimum requirements:

- The soil will be placed onto an HDPE liner of sufficient strength and thickness to prevent puncture during use. Each side of the liner will be protected with non-woven geotextile fabric. The placement of soil into the MMA will not involve any equipment or procedures that may jeopardize the integrity of the underlying impermeable liner.
- The MMA will be sloped and equipped with a sump to collect liquids that have drained from the soil. Liquids that accumulate within the sump will be managed by the Contractor as described in Section 2.2.
- An appropriate drainage material will be installed over the liner to permit liquids within the MMA to flow to the sump and to act as a physical and visual buffer between the liner and material placed within the area.
- A perimeter berm will be constructed around the MMA to contain water that has drained from the staged soil and to mitigate the potential for surface water runoff (from outside the bermed area) to contact the staged soil.
- The MMA will be continuously covered with a properly anchored 6-mil low-permeability cover, except while soil is actively being managed. This cover will be maintained for the duration of staging activities. In addition, vapor and dust suppression measures are to be employed, as necessary, when soil is being actively managed.

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- The MMA is to be used in a manner suitable to protect its integrity and ability to prevent discharges.
- The MMA will be properly maintained, inspected daily, and any noted deficiencies will be promptly corrected by the Contractor.

Upon removal of all materials, the Contractor shall remove the MMA (including liner materials) and handled as described in Section 2.2 and disposed of as described in Section 2.5.

2.1.3 Decontamination Area

As part of the mobilization activities, the Contractor shall construct (if necessary) a decontamination area(s) for trucks and equipment (if any) that come into direct contact with MGP-related tars, NAPLs, or sheens during the reconstruction activities. The personnel decontamination area for those working with MGP-related materials is to be set-forth in the site-specific HASP. If tars, NAPLs, or sheens are not encountered during the reconstruction activities, the decontamination of trucks and equipment used with the MGP Investigation Area will be limited to removing adhered soil using dry mechanical methods (e.g., brushes) and returning that material to the excavation (trench).

As detailed on Figure 2, the decontamination pad will have a lined sloped bottom to contain/collect fluids with berms/curbs around the sides. The liner will be protected by a cushioning geotextile, a 6-inch layer of drainage stone, followed by wooden planking to spread the load of trucks and equipment. Sidewalls (e.g., plastic sheeting) may also be constructed to prevent overspray when decontaminating large equipment.

The decontamination area is to be set-up and maintained to operate in a manner that does not adversely impact the MMA or project operations, and that is consistent with discharge prevention and safe operations. The Contractor shall be responsible for constructing and maintaining the decontamination area(s) to accommodate all loads, equipment, and migration scenarios.

Upon completion of the work activities, the Contractor shall remove the decontamination area (including liner materials) handle the materials as described in Section 2.2 and dispose of the materials as described in Section 2.5.

2.1.4 Erosion and Sediment Control

Erosion and sediment control measures (including, but not limited to, silt fences and/or straw bale dikes) shall be installed (as necessary) and maintained in accordance with applicable guidelines, including the New York Guidelines for Urban Sediment and Erosion Control. These measures will be employed (as necessary) to temporarily control or divert surface water flow, and mitigate the potential for erosion and migration of MGP-related constituents.

2.1.5 Protection of Monitoring Wells

As shown on Figure 1 and detailed in the documents presented in Appendix E, there are nine monitoring wells within the MGP Investigation Area. To the extent practical, these wells are to be protected from damage during the Reconstruction Project. The construction logs for these wells are provided in the *Site Characterization Report* and RI Data Package Submittal included in Appendix E. If monitoring well elevations must be altered during the Reconstruction Project, this will be identified by the Owner/Contractor during the pre-construction activities (if possible). Appropriate arrangements will be made by National Grid/ARCADIS to raise/lower the affected well(s) and finish the surface (e.g., curb box). Table 1 presents the coordinates for these wells, all of which are flush-mounted.

2.2 Work Task 2 - Solid and Liquid Materials Handling

Materials listed below that are MGP-related materials are to be specially managed during the project.

- Soil, fill and debris
- Liquids (if any) generated as a result of dewatering and decontamination activities
- Miscellaneous waste (e.g., used disposable equipment, personal protective equipment [PPE], sampling equipment, material staging area(s), decontamination area(s), etc.)

The generation of potentially MGP-related wastes is expected to be minimized by site conditions (e.g., depth/presence of overburden groundwater and limited identified MGP impacts) and the scope of the subsurface reconstruction work within the MGP Investigation Area (e.g., utility trenches, lighting installations). Additionally, the Contractor shall use methods which minimize the generation of MGP-related waste (e.g., minimize water

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accumulation in the excavation through proper use of erosion and sedimentation control measures to mitigate surface run-off into the excavation area).

The Contractor will not be allowed to stage MGP-related materials requiring offsite disposal in areas other than the MMA. In addition, the Contractor shall take measures, as appropriate, to mitigate tracking wastes outside of the excavation area and staging area. Measures to be implemented by the Contractor may include, but may not be limited to, the following:

- Placing clean polyethylene sheeting beneath truck loading areas and removing material that is accumulated on the sheeting prior to moving the truck.
- Removing materials that accumulate on equipment including tires and/or tracks (i.e., through scraping the material, decontamination within the decontamination area).
- Placing polyethylene sheeting along the side of the truck being loaded.
- Other method(s) proposed by the Contractor that is acceptable to National Grid/ARCADIS.

To further mitigate tracking of wastes, the Contractor shall utilize truck routes designated prior to the start of the MGP-related materials handling activities which keep trucks that are moving to the decontamination area and/or that are shuttling waste to the staging area(s) within a limited area. If materials accumulate on roadways or other areas outside the excavation and staging area(s), the Contractor shall remove the accumulated material to the satisfaction of the National Grid/ARCADIS as soon as a practical following discovery. If tracking becomes a concern, the Contractor shall also suspend the activities that caused the tracking until a method that is satisfactory to National Grid/ARCADIS is identified and implemented by the Contractor. The Contractor shall not be entitled to any reimbursement of additional costs due to delays or the implementation of methods to address tracking or accumulation of materials outside of the excavation, decontamination, and material staging areas.

The Contractor is responsible for properly containerizing, staging, and preparing MGP-related waste material for disposal. The subsections that follow describe material handling activities specific to each of the aforementioned types of MGP-related materials.

2.2.1 Soil, Fill and Debris

Excavated MGP-related soil, fill and debris requiring offsite disposal shall be placed on the MMA or in polyethylene lined roll-offs prior to off-site transportation for treatment/disposal. Excavated soil/fill will be appropriately stabilized (if necessary) to meet applicable requirements for offsite transportation and disposal (i.e., no free liquids). This may be accomplished using dry excavated soils and/or stabilizing materials (e.g., cement kiln dust), as accepted by National Grid/ARCADIS. Under no circumstances, shall the Contractor use quick lime and/or lime kiln dust containing greater than 50% calcium oxide (CaO)/magnesium oxide (MgO).

Stabilization methods are to be proposed by the Contractor in the Site Management Plan (see Section 3) for review by National Grid/ARCADIS and the NYSDEC.

Debris (e.g., pipes) and fill materials (e.g., brick, wood, concrete, and scrap metal) may be encountered during subsurface reconstruction activities within the MGP Investigation Area. If MGP-related, the Contractor shall segregate that excavated debris and fill materials to accommodate final disposition, and will stage the debris/fill in a material staging area(s). If deemed appropriate by National Grid/ARCADIS, the segregated debris shall be cleaned by the Contractor within the decontamination area using brushes and/or high pressure sprayers or steamer. The decontamination of the debris will continue until determined to be no longer MGP-related by a visually clean determination to the acceptance of National Grid/ARCADIS and the NYSDEC.

As noted in Section 2.1.2, excavated soil is to be segregated based on direction from National Grid/ARCADIS. Waste characterization sampling of the segregated soil would be performed by National Grid/ARCADIS (as necessary) to facilitate development of a waste profile and a waste manifest/bill of lading, as transportation and disposal in accordance with applicable local, state, and federal regulations.

2.2.2 Aqueous and Non-Aqueous Liquids

As previously noted, generation of MGP-related liquids is expected to be minimal (if any) based on site conditions and the scope of the Reconstruction Project. The Contractor shall minimize the generation of MGP-related liquid wastes (e.g., proper use of erosion and sediment control measures to mitigate surface water run-on into the excavation area, covering an open excavation to mitigate generation of potentially MGP-impacted precipitation, etc.). MGP-related liquid wastes are liquids generated during the reconstruction activities (e.g., during excavation, dewatering, or decontamination activities)

that appear to be MGP-contaminated (either through visual or olfactory observation) or have been in direct contact with MGP-related contamination. MGP-related liquids, including those generated during decontamination activities involving the use of a cleaning agent, shall be collected and containerized in appropriate containers for offsite treatment/disposal. MGP-related liquids or NAPL requiring offsite treatment/disposal shall be placed in appropriate containers (55-gallon DOT-approved drums) or other DOT-approved containers, properly labeled in accordance with National Grid protocols (that will be provided to the Contractor by National Grid), and temporarily stored on a staging area, prior to offsite treatment/disposal at a National Grid-accepted facility permitted to accept the wastewater. Although not anticipated to be necessary, if the volume of MGP-related liquids is determined by the City/City's Representative and National Grid/ARCADIS to result in the need to temporarily use an on-site frac tank, the NYSDEC shall be notified.

2.2.3 Miscellaneous Waste

Miscellaneous MGP-related wastes generated during the reconstruction activities, may include, but are not necessarily limited to, materials used to construct the material staging area(s) and decontamination area(s), PPE, and disposable equipment. These waste materials will be containerized/managed by the Contractor for offsite disposal, as described herein.

2.3 Work Task 3 - Vapor Suppression and Dust Control Measures

To address potential dust, odors, or vapors, the Contractor will have appropriate controls available for immediate use at anytime during intrusive reconstruction activities within the MGP Investigation Area and during contaminated materials staging and handling activities. These controls will be implemented, as necessary, in order to comply with the applicable requirements of the air monitoring program to be implemented in accordance with the Contractor's HASP and the Project-Specific CAMP. As presented in the NYSDOH's GCAMP (Appendix A), the Project-Specific CAMP will establish real-time monitoring requirements and action levels for volatile organic compounds and dust at the downwind perimeter of the MGP Investigation Area when subsurface work activities are being conducted during the Reconstruction Project. The action levels will trigger increased monitoring and corrective actions to abate emissions and/or shutdown work.

Organic vapor emissions are to be controlled during the subsurface work and during the stockpiling and handling of contaminated materials. If CAMP organic vapor monitoring downwind of the work areas or at the site perimeter, indicates that a CAMP action level is being exceeded, or if objectionable odors are detected, then work activities shall be

discontinued and vapor suppression techniques (e.g., through the use of water, foam, polyethylene sheeting or minimization of the exposed excavation area) are to be implemented to the acceptance of National Grid/ARCADIS and in compliance with GCAMP guidelines (see Appendix A). The vapor suppression measures (if necessary) shall be proposed by the Contractor in the Site Management Plan and reviewed by National Grid/ARCADIS, as described in Section 3.

The Contractor shall control dust generated during the work activities and will comply the applicable requirements of NYSDEDC's Fugitive Dust and Particulate Monitoring Procedures (Appendix B). If the CAMP particulate monitoring program downwind of the work areas or at the site perimeter indicate that a CAMP action level is being exceeded, or if visible dust is noted, then the Contractor shall implement dust control measures, to the satisfaction of National Grid/ARCADIS and in compliance with GCAMP guidelines. Work activities causing the exceedance shall not resume until dust levels are below the action level. The dust suppression measures (if necessary) shall be proposed by the Contractor in the Site Management Plan and reviewed by the Environmental Engineer as described in Section 3.

Dust and organic vapor concentration measurements within the worker-breathing zone are to be performed in accordance with the site-specific HASP. National Grid/ARCADIS is to be informed immediately if any breathing zone measurements exceed site action levels for dust or organic vapors within the worker breathing zone for subsurface work conducted within the MGP Investigation Area. In the event of an exceedance, the exceedance shall trigger implementation of supplemental CAMP monitoring at the downwind perimeter, and implementation of suppressive measures and/or cessation of work consistent with GCAMP guidelines.

2.4 Work Task 4 - Decontamination of Equipment and Materials

Personnel are to utilize contaminant reduction zones (CRZs) in accordance with the HASP. The Contractor shall decontaminate (as necessary) all personnel and equipment that have come into direct contact with MGP-related materials during the reconstruction activities within the MGP Investigation Area. The Contractor shall conduct decontamination of personnel and equipment within the CRZ.

At a minimum, the Contractor shall decontaminate the Contractor's project equipment (including excavation equipment, trucks, pumps, hand tools, etc.) that comes in direct contact with MGP-related materials prior to demobilizing from the MGP Investigation Area and prior to handling clean material (e.g., backfill). In addition, equipment used to handle

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excavated MGP-contaminated material or liquids shall be decontaminated prior to further handling of non-impacted material. The Contractor shall perform decontamination activities until no visible soil, debris, or stains are present on the equipment surfaces (to the satisfaction of National Grid/ARCADIS). Equipment such as pumps shall be flushed using clean water and appropriate cleaning agent (if necessary) to the satisfaction of National Grid/ARCADIS.

Unless otherwise directed by National Grid/ARCADIS, any equipment to be taken off the MGP Investigation Area by the Contractor shall be subject to a final visual review by National Grid/ARCADIS and cleaning (if necessary and at no additional cost) at the constructed decontamination area. Precautions shall be taken to limit contact between the equipment, personal performing the cleaning activities, and any cleaning liquids that may accumulate in the cleaning area. The extent and method of cleaning shall be at the discretion of the Contractor; however, each piece of equipment shall be observed by National Grid/ARCADIS for visible soils, staining, or other debris prior to its departure from the MGP Investigation Area. Any observed soils, staining, or other debris shall be promptly removed by the Contractor to the satisfaction of National Grid/ARCADIS and disposed of in a manner consistent with the materials that were contacted or excavated from that area.

Solids and other materials generated during equipment cleaning requiring offsite treatment/disposal shall be collected by the Contractor and placed into appropriate waste containers. As identified in Section 2.2.2, this will include (but may not be limited to) MGP-related liquids and water generated during decontamination activities involving the use of a cleaning agent shall be collected and containerized in appropriate containers for offsite treatment/disposal.

The Contractor shall containerize the solid and liquid waste streams generated by the decontamination activities and requiring offsite disposal in DOT-approved 55-gallon drums or other appropriate containers for disposal, as necessary. Interim holding tanks can be proposed by the Contractor, but shall be decontaminated after final use to the satisfaction of National Grid/ARCADIS. Treatment/disposal of collected wash water, solids, and other materials shall be in accordance with the section below and applicable federal, state, and local rules and regulations.

2.5 Work Task 5 - Disposition of Waste Materials

The Contractor shall be responsible for loading, transporting, and disposing of the MGP-related waste materials generated during reconstruction activities, in accordance with all applicable federal, state, and local laws, rules, and regulations. As part of this task, the

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Contractor shall provide all containers necessary for the waste streams. The Contractor shall also establish waste profiles with the treatment/disposal facilities for the generated MGP-related waste materials to be disposed offsite, except for debris that is to be decontaminated and visually accepted by the Engineer and the NYSDEC.

Analytical data to be used for developing necessary waste profiles for this work shall be provided by National Grid/ARCADIS based on the results of available data and any additional waste characterization sampling conducted by National Grid/ARCADIS, in accordance with the MGP-Related Waste Characterization Plan (Appendix D). The Contractor shall also provide and prepare manifests (or bills-of-lading, as appropriate) for each waste shipment. The Contractor shall provide National Grid/ARCADIS with a draft copy of the waste profile and manifest for each MGP-related waste stream prior to finalizing them, as described in Section 3.

A written inventory log of all MGP-related waste materials generated on-site is to be maintained. The log is to specify for each waste container or waste staging area: the date generated, waste description, generation location, unique container or staging area identification number, date sampled for classification, waste classification, date shipped off-site for disposal, manifest or bill-of-lading number and waste disposal facility.

Upon initial generation and storage or containerization, the containers or staging areas are to be labeled in accordance with National Grid procedures, including contact information, generation dates, contents description, contents location, and unique waste identification number. After the waste characterization results have been provided by National Grid/ARCADIS, the containers or staging areas are to be relabeled with the appropriate waste labels based upon the characterization results.

In the unlikely event that wastes are determined to be RCRA or NYS hazardous wastes (such as may be the case for NAPL or tars), these wastes are to be stored and segregated based on compatibility using the waste characterization results and in accordance with applicable rules and regulations.

All soil and debris are to be stored in the MMA. Waste storage areas are to be inspected regularly (minimum weekly) and the inspections documented in writing. The waste containers or staging areas are to remain closed or covered (except when in use) and are to be maintained in good condition.

All MGP-related waste streams generated by the reconstruction activities and requiring off-site treatment/disposal shall be transported by NYCRR Part 364 Licensed transporters and

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disposed of at a properly permitted and National Grid-accepted treatment/disposal facility. A list of the National Grid-accepted treatment/disposal facilities is provided in Appendix C. All dump trailers, dump truck boxes, and rolloff waste containers used to transport MGP-related solid waste from the site shall be lined with one layer of polyethylene sheeting (minimum 6 or 10-mil thickness). In addition, they are to be made free of any standing rainwater or other fluids prior to loading; they shall be covered with a low-permeability tarp prior to departing the site and during transport; and all covers and rolloff gates are to be securely closed to prevent leakage or release of wastes during transport.

Copies of manifests and certificates of disposal shall be provided by the Contractor to National Grid/ARCADIS.

The Contractor will be responsible for obtaining documentation from the disposal/treatment facilities for the weight of each solid waste shipment and volume of each water shipment for invoice payment purposes. The documentation is to present the weights/volumes of wastes disposed of at the facility for each manifest or bill-of-lading identification number.

2.6 Work Task 6 - Site Restoration/Demobilization

Upon completion of the MGP-related environmental work activities, the MMA and the decontamination area (if constructed) will be restored to their original condition or to a condition acceptable to National Grid/ARCADIS and the Owner. During the restoration work, including removal of liners, National Grid/ARCADIS is to examine the liners for potential holes or other breaches. If necessary, based on the visual observation of the conditions of the liners, additional restoration work may be required. Contractor shall demobilize personnel, equipment and materials from the site. Moreover, the Contractor shall be responsible for restoring the area in accordance with the Contract, including to the satisfaction of National Grid/ARCADIS. As may be needed, imported clean backfill that, at a minimum, meets the backfill and cover soil quality standards established in 6NYCRR 375-6.7(d), may be used for filling or grading.

3. Special Environmental Conditions Submittals

This section sets forth the minimum requirements for submittals to be prepared and the information to be provided for implementation of the MGP-related environmental work activities described these SECs. In addition, this section provides information regarding the minimum requirements for review of the submittals by National Grid/ARCADIS.

3.1 Special Environmental Conditions Submittals by the Contractor

Following award of the contract, the submittals listed below will be prepared by the Contractor in close coordination with National Grid/ARCADIS for submittal and acceptance by the NYSDEC prior to initiating intrusive reconstruction activities within the MGP Investigation Area.

3.1.1 Site Management Plan

A Site Management Plan (SMP), which shall present a detailed approach (incorporating, as necessary, details, schedules, etc.) for implementation of the work activities for which the Contractor is responsible under the Contract. The SMP shall describe specific work responsibilities for personnel assigned to the project. Specific information to be included in the SMP is presented below.

- a. Copies of all federal, state, and/or local permits necessary to complete the MGP-related environmental component of the work activities.
- b. The proposed locations of storage areas (e.g., for equipment and excavated MGP-related materials), support areas, decontamination areas, and liquid storage containers.
- c. The proposed locations of zones related to health and safety practices set-forth in the HASP when working with contaminated materials, to include clean zones, decontamination zones, and work zones.
- d. Methods to be utilized in order to minimize the generation of MGP-related solid and liquid wastes requiring offsite treatment/disposal as a result of the reconstruction activities.

- e. Proposed methods for handling and containerizing (as appropriate) each waste stream and mitigating "tracking" wastes outside of the excavation, decontamination, and material staging areas.
- f. Proposed material stabilization methods and materials to be used (if required) for stabilization (including manufacturer's technical data).
- g. Proposed materials (including manufacturer's technical data) for dust and vapor suppression. If water will be used for dust suppression, the source of water is to be identified by the Contractor and accepted by National Grid/ARCADIS and the Owner prior to use. Use of water from nearby surface water or from dewatering activities is prohibited.
- h. Proposed waste profiles and completed (to the extent possible) manifests/bills of lading for each MGP-related waste stream.
- i. Proposed waste transporters and disposal facilities (to be selected from National Grid's list of accepted disposal facilities) for each anticipated MGP-related waste stream.
- j. Proposed schedule and sequence for completing the MGP-related environmental work activities.
- k. Laboratory analytical results for imported backfill material (if any), which, at a minimum, will meet the backfill and cover soil quality standards established in 6NYCRR 375-6.7(d).

3.1.2 Site-Specific Health and Safety Plan

The Contractor is to prepare and submit a project-specific HASP in accordance with the applicable requirements of CFR 1910.20 and 1926.65 that provides a mechanism for establishing safe working conditions during subsurface reconstruction activities within the MGP Investigation Area.

The Contractor's HASP shall be certified by a Certified Industrial Hygienist (CIH). The Contractor's HASP shall cover all personnel who will be employed by the Contractor to perform MGP-related work activities, including direct employees as well as Subcontractors (if any). If the Contractor does not wish to include Subcontractors under this HASP, then each Subcontractor shall be responsible for developing and implementing its own HASP.

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The Contractor's (and Subcontractor's) HASP(s) must meet the applicable requirements of 29 CFR 1910, 29 CFR 1926, and DOT waste management requirements.

The Contractor's and Subcontractor's HASPs shall be reviewed by National Grid/ARCADIS for conformance with the provisions of these SECs; however, the contractor/subcontractor will assume sole responsibility for the accuracy and content of their HASP(s). If a Subcontractor agrees to be included under the Contractor's HASP, then a statement to this effect shall be submitted by the Contractor to National Grid/ARCADIS.

Determinations of the appropriate level of worker training, safety equipment and procedures shall be made by the Contractor as a result of site visit(s) and review of available information as deemed necessary by the Contractor, and site conditions encountered. Should any unforeseen or site-specific safety-related factor, hazard, or condition become evident during the performance of work, the Contractor shall bring such conditions to the attention of National Grid/ARCADIS both orally and in writing as quickly as possible for resolution. In the interim, the Contractor shall take prudent action to establish and maintain safe working conditions and to safeguard employees, other on-site personnel, the public, and the environment.

The Contractor's HASP shall include an air monitoring plan that identifies air monitoring equipment and calibration procedures for site-specific constituents of concern and dust. The air monitoring plan shall contain requirements for personnel monitoring and will present action levels for site-specific constituents of concern and dust that will require corrective action. The airborne contaminant action levels shall, at a minimum, not be higher than the action levels presented below, which are also specified in ARCADIS' Site-Specific HASP (copy available on request).

Airborne Constituent Action Levels

Parameter	Reading in Breathing Zone (BZ)	Action
Total Organic Vapors	0 ppm to ≤ 0.5 ppm	Normal operations; record breathing zone monitoring measurements every hour
	> 0.5 ppm to 5 ppm	Increase recording frequency to at least every 15 minutes and use benzene Drager tube to screen for the presence of benzene
	> 5 ppm to ≤ 50 ppm	Upgrade to level C PPE, continue screening for benzene
	> 50 ppm	Stop work; evacuate work area, investigate cause of reading, reduce through engineering (vapor) controls
Benzene (as determined by colorimetric tube)	> 0.5 ppm to 10 ppm	Upgrade to Level C PPE, use vapor controls
	>10 ppm	Stop work; evacuate confined spaces/work area, investigate cause of reading
Total Particulate	0 to 0.100 mg/m ³ above background	Normal operations
	> 0.100 mg/m ³ above background	Initiate dust-suppression measures (e.g., wetting of work area) to control dust; upgrade to Level C if dust control measures do not control dust within 15 minutes, monitor downwind
	> 0.15 mg/m ³ in breathing zone or at downwind perimeter of work area	Stop work; investigate cause of reading
Oxygen	≤ 19.5 %	Stop work; evacuate confined spaces/work area, investigate cause of reading; ventilate area; contact HSO
	> 19.5% to < 23.5 %	Normal operations
	≥ 23.5 %	Stop work; evacuate confined spaces/work area, investigate cause of reading; ventilate area
Carbon Monoxide	0 ppm to ≤ 20 ppm	Normal operations
	> 20 ppm	Stop work; evacuate confined spaces/work area, investigate cause of reading; ventilate area

Parameter	Reading in Breathing Zone (BZ)	Action
Hydrogen Sulfide	0 ppm to \leq 5 ppm	Normal operations
	> 5 ppm	Stop work; evacuate confined spaces/work area, investigate cause of reading; ventilate area
Flammable Vapors (LEL)	\leq 10% LEL	Normal operations
	> 10% LEL	Stop work; ventilate area; investigate source of vapors

Notes:

ppm= parts per million.
 mg/m³= milligrams per cubic meter.
 LEL= Lower explosive limit.

3.1.3 Project-Specific Community Air Monitoring Plan

A project-specific CAMP will be prepared consistent with the requirements set forth in the NYSDOH's GCAMP (Appendix A) and the NYSDEC's Fugitive Dust and Particulate Monitoring Requirements (Appendix B). Accordingly, it will establish real-time monitoring requirements and action levels for volatile organic compounds and dust at the downwind perimeter of the MGP Investigation Area when subsurface work activities and contaminated materials staging or handling activities are being conducted during the Reconstruction Project. The action levels will trigger increased monitoring and corrective actions to abate emissions and/or shutdown work. Additionally, the Project-Specific CAMP will specify air monitoring and equipment calibration procedures, as well as the monitoring schedule and data collection/reporting requirements.

All air monitoring data will be recorded and archived by the Contractor for review by NYSDEC and NYSDOH personnel. Additionally, the data will be presented in the Summary Report to be prepared by National Grid/ARCADIS to document the MGP-related environmental work completed during the reconstruction activities for review and acceptance of the Owner and the NYSDEC (refer to Section 1.2.5).

3.1.4 Emergency Preparedness and Contingency Plan

The Emergency Preparedness and Contingency Plan (EPCP) for MGP-related materials shall include, at a minimum, the following information:

- A spill prevention control and countermeasures (SPCC) plan and spill response plan to address potential spills that could occur during the work activities.

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- Emergency vehicular access/egress for the site.
- Procedures for the evacuation of personnel from the site.
- A listing of contact personnel with phone numbers to include: the Contractor; the Owner; National Grid; ARCADIS; fire officials; local, county, and state police; local hospitals including routes to local hospitals and emergency spill response facilities and procedures for notifying each.
- A communication plan and notification directory to be used, for example, if a CAMP exceedance occurs.
- Methods to contain gasoline/diesel fuel spills if these fuels are to be brought to the site. No compensation will be provided to the Contractor for work related to cleaning up spills or leaks caused by the Contractor's personnel or equipment. Each piece of heavy equipment to be utilized shall be equipped with one spill containment and control kit.

3.1.5 Certifications

Health and Safety Certifications: The Contractor shall submit, prior to mobilization and where required by law, copies of certificates of training to demonstrate that all personnel (including subcontractors) conducting the subsurface work within the MGP Investigation Area have proper training, including (but not necessarily limited to) the applicable provisions at 29 CFR 1910 and 1926 (e.g., certificates of training, refresher updates, and medical monitoring). The Contractor's on-site personnel responsible for management and off-site transportation of waste materials will be required to have completed the appropriate DOT Hazardous Materials or RCRA Hazardous Waste training courses, and provide evidence of that training. Additionally, the Contractor shall provide updates and/or additional certifications as necessary during the course of the project if, for example, other personnel are added to the project.

3.1.6 Miscellaneous Field Documentation

The Contractor shall provide National Grid/ARCADIS with a copy of the following information at the conclusion of each workday:

- a. Work area HASP and CAMP-related air monitoring data.

- b. The health and safety meeting forms documenting the health and safety meetings conducted and signed by all on-site personnel (as required).
- c. Daily sign-in/sign-out sheet to be maintained by the Contractor.
- d. Updated waste inventory log.

3.2 Special Environmental Conditions Submittal Review

The Contractor shall prepare and submit for review to National Grid/ARCADIS the submittals required by these SECs, as described in Section 3.2.1. Information contained in the Contractor's submittals that is not applicable to the specification furnished should be clearly lined out or deleted. The Contractor's submittals must be easily legible, clean, and clearly reproduced.

All required submittals shall be reviewed by National Grid/ARCADIS for conformance with the requirements presented in these SECs. The Contractor shall revise required submittals as necessary to address comments from National Grid/ARCADIS. The Contractor shall provide the final submittals to National Grid/ARCADIS for submittal to NYSDEC for review and acceptance. The Contractor will not be permitted to perform any activity that directly or indirectly involves the item or items covered by a submittal until a written acceptance is provided by National Grid/ARCADIS.

National Grid/ARCADIS's review shall in no way be construed as permitting departure from the Contract, except where the written request by the Contractor and written acceptance by National Grid/ARCADIS and the City or the City's designated representative for such departure is provided. National Grid/ARCADIS's review does not relieve the Contractor of any responsibility to comply with applicable laws, rules, regulations, or agreements.

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Table

**TABLE 1
MONITORING WELL COORDINATES**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) FORMER MGP SITE
WATERTOWN, NEW YORK**

Well ID	Coordinates (NAD 1983)		Elevation (NAVD 1988)	
	Northing	Easting	TIC	Ground Level
MW-1	1449617.86	997328.29	444.39	444.53
MW-2	1449530.32	997300.33	444.35	444.63
MW-3	1449469.01	997467.51	445.65	445.87
MW-3R	1449471.64	997472.85	445.33	445.75
MW-4R	1449616.25	997303.20	444.33	444.77
MW-5R	1449518.40	997284.49	444.06	444.61
MW-6R	1449537.45	997457.94	444.25	444.67
MW-7	1449588.88	997365.05	443.93	444.37
MW-7R	1449664.55	997384.64	443.12	443.69

Notes:

1. MW = Monitoring Well.
2. TIC = Top of Inner Casing.
3. All wells are flush-mounted and are constructed of 2-inch diameter polyvinyl chloride (PVC).
4. Elevations (at time of well installation) are in feet referenced to the North American Vertical Datum (NAVD) 1988
5. Northing and Easting Coordinates are in feet referenced to the North American Datum (NAD) 1983.

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Appendices

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Appendix A

NYSDOH Generic Community Air
Monitoring Plan
(Final DER-10 - Appendix 1A)

Appendix 1A
New York State Department of Health
Generic Community Air Monitoring Plan

Overview

A Community Air Monitoring Plan (CAMP) requires real-time monitoring for volatile organic compounds (VOCs) and particulates (i.e., dust) at the downwind perimeter of each designated work area when certain activities are in progress at contaminated sites. The CAMP is not intended for use in establishing action levels for worker respiratory protection. Rather, its intent is to provide a measure of protection for the downwind community (i.e., off-site receptors including residences and businesses and on-site workers not directly involved with the subject work activities) from potential airborne contaminant releases as a direct result of investigative and remedial work activities. The action levels specified herein require increased monitoring, corrective actions to abate emissions, and/or work shutdown. Additionally, the CAMP helps to confirm that work activities did not spread contamination off-site through the air.

The generic CAMP presented below will be sufficient to cover many, if not most, sites. Specific requirements should be reviewed for each situation in consultation with NYSDOH to ensure proper applicability. In some cases, a separate site-specific CAMP or supplement may be required. Depending upon the nature of contamination, chemical-specific monitoring with appropriately-sensitive methods may be required. Depending upon the proximity of potentially exposed individuals, more stringent monitoring or response levels than those presented below may be required. Special requirements will be necessary for work within 20 feet of potentially exposed individuals or structures and for indoor work with co-located residences or facilities. These requirements should be determined in consultation with NYSDOH.

Reliance on the CAMP should not preclude simple, common-sense measures to keep VOCs, dust, and odors at a minimum around the work areas.

Community Air Monitoring Plan

Depending upon the nature of known or potential contaminants at each site, real-time air monitoring for VOCs and/or particulate levels at the perimeter of the exclusion zone or work area will be necessary. Most sites will involve VOC and particulate monitoring; sites known to be contaminated with heavy metals alone may only require particulate monitoring. If radiological contamination is a concern, additional monitoring requirements may be necessary per consultation with appropriate DEC/NYSDOH staff.

Continuous monitoring will be required for all ground intrusive activities and during the demolition of contaminated or potentially contaminated structures. Ground intrusive activities include, but are not limited to, soil/waste excavation and handling, test pitting or trenching, and the installation of soil borings or monitoring wells.

Periodic monitoring for VOCs will be required during non-intrusive activities such as the collection of soil and sediment samples or the collection of groundwater samples from existing monitoring wells. "Periodic" monitoring during sample collection might reasonably consist of taking a reading upon arrival at a sample location, monitoring while opening a well cap or

overturning soil, monitoring during well baling/purging, and taking a reading prior to leaving a sample location. In some instances, depending upon the proximity of potentially exposed individuals, continuous monitoring may be required during sampling activities. Examples of such situations include groundwater sampling at wells on the curb of a busy urban street, in the midst of a public park, or adjacent to a school or residence.

VOC Monitoring, Response Levels, and Actions

Volatile organic compounds (VOCs) must be monitored at the downwind perimeter of the immediate work area (i.e., the exclusion zone) on a continuous basis or as otherwise specified. Upwind concentrations should be measured at the start of each workday and periodically thereafter to establish background conditions, particularly if wind direction changes. The monitoring work should be performed using equipment appropriate to measure the types of contaminants known or suspected to be present. The equipment should be calibrated at least daily for the contaminant(s) of concern or for an appropriate surrogate. The equipment should be capable of calculating 15-minute running average concentrations, which will be compared to the levels specified below.

1. If the ambient air concentration of total organic vapors at the downwind perimeter of the work area or exclusion zone exceeds 5 parts per million (ppm) above background for the 15-minute average, work activities must be temporarily halted and monitoring continued. If the total organic vapor level readily decreases (per instantaneous readings) below 5 ppm over background, work activities can resume with continued monitoring.

2. If total organic vapor levels at the downwind perimeter of the work area or exclusion zone persist at levels in excess of 5 ppm over background but less than 25 ppm, work activities must be halted, the source of vapors identified, corrective actions taken to abate emissions, and monitoring continued. After these steps, work activities can resume provided that the total organic vapor level 200 feet downwind of the exclusion zone or half the distance to the nearest potential receptor or residential/commercial structure, whichever is less - but in no case less than 20 feet, is below 5 ppm over background for the 15-minute average.

3. If the organic vapor level is above 25 ppm at the perimeter of the work area, activities must be shutdown.

4. All 15-minute readings must be recorded and be available for State (DEC and NYSDOH) personnel to review. Instantaneous readings, if any, used for decision purposes should also be recorded.

Particulate Monitoring, Response Levels, and Actions

Particulate concentrations should be monitored continuously at the upwind and downwind perimeters of the exclusion zone at temporary particulate monitoring stations. The particulate monitoring should be performed using real-time monitoring equipment capable of measuring particulate matter less than 10 micrometers in size (PM-10) and capable of integrating over a period of 15 minutes (or less) for comparison to the airborne particulate action level. The equipment must be equipped with an audible alarm to indicate exceedance of the action level. In addition, fugitive dust migration should be visually assessed during all work activities.

1. If the downwind PM-10 particulate level is 100 micrograms per cubic meter (mcg/m^3) greater than background (upwind perimeter) for the 15-minute period or if airborne dust is observed leaving the work area, then dust suppression techniques must be employed. Work may continue with dust suppression techniques provided that downwind PM-10 particulate levels do not exceed $150 \text{ mcg}/\text{m}^3$ above the upwind level and provided that no visible dust is migrating from the work area.

2. If, after implementation of dust suppression techniques, downwind PM-10 particulate levels are greater than $150 \text{ mcg}/\text{m}^3$ above the upwind level, work must be stopped and a re-evaluation of activities initiated. Work can resume provided that dust suppression measures and other controls are successful in reducing the downwind PM-10 particulate concentration to within $150 \text{ mcg}/\text{m}^3$ of the upwind level and in preventing visible dust migration.

3. All readings must be recorded and be available for State (DEC and NYSDOH) and County Health personnel to review.

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Appendix B

NYSDEC Fugitive Dust and
Particulate Monitoring Procedures
(Final DER-10 - Appendix 1B)

Appendix 1B Fugitive Dust and Particulate Monitoring

A program for suppressing fugitive dust and particulate matter monitoring at hazardous waste sites is a responsibility on the remedial party performing the work. These procedures must be incorporated into appropriate intrusive work plans. The following fugitive dust suppression and particulate monitoring program should be employed at sites during construction and other intrusive activities which warrant its use:

1. Reasonable fugitive dust suppression techniques must be employed during all site activities which may generate fugitive dust.
2. Particulate monitoring must be employed during the handling of waste or contaminated soil or when activities on site may generate fugitive dust from exposed waste or contaminated soil. Remedial activities may also include the excavation, grading, or placement of clean fill. These control measures should not be considered necessary for these activities.
3. Particulate monitoring must be performed using real-time particulate monitors and shall monitor particulate matter less than ten microns (PM10) with the following minimum performance standards:
 - (a) Objects to be measured: Dust, mists or aerosols;
 - (b) Measurement Ranges: 0.001 to 400 mg/m³ (1 to 400,000 :ug/m³);
 - (c) Precision (2-sigma) at constant temperature: +/- 10 :g/m³ for one second averaging; and +/- 1.5 g/m³ for sixty second averaging;
 - (d) Accuracy: +/- 5% of reading +/- precision (Referred to gravimetric calibration with SAE fine test dust (mmd= 2 to 3 :m, g= 2.5, as aerosolized);
 - (e) Resolution: 0.1% of reading or 1g/m³, whichever is larger;
 - (f) Particle Size Range of Maximum Response: 0.1-10;
 - (g) Total Number of Data Points in Memory: 10,000;
 - (h) Logged Data: Each data point with average concentration, time/date and data point number
 - (i) Run Summary: overall average, maximum concentrations, time/date of maximum, total number of logged points, start time/date, total elapsed time (run duration), STEL concentration and time/date occurrence, averaging (logging) period, calibration factor, and tag number;
 - (j) Alarm Averaging Time (user selectable): real-time (1-60 seconds) or STEL (15 minutes), alarms required;
 - (k) Operating Time: 48 hours (fully charged NiCd battery); continuously with charger;
 - (l) Operating Temperature: -10 to 50° C (14 to 122° F);
 - (m) Particulate levels will be monitored upwind and immediately downwind at the working site and integrated over a period not to exceed 15 minutes.
4. In order to ensure the validity of the fugitive dust measurements performed, there must be appropriate Quality Assurance/Quality Control (QA/QC). It is the responsibility of the remedial party to adequately supplement QA/QC Plans to include the following critical features: periodic instrument calibration, operator training, daily instrument performance (span) checks, and a record keeping plan.
5. The action level will be established at 150 ug/m³ (15 minutes average). While conservative,

this short-term interval will provide a real-time assessment of on-site air quality to assure both health and safety. If particulate levels are detected in excess of 150 ug/m³, the upwind background level must be confirmed immediately. If the working site particulate measurement is greater than 100 ug/m³ above the background level, additional dust suppression techniques must be implemented to reduce the generation of fugitive dust and corrective action taken to protect site personnel and reduce the potential for contaminant migration. Corrective measures may include increasing the level of personal protection for on-site personnel and implementing additional dust suppression techniques (see paragraph 7). Should the action level of 150 ug/m³ continue to be exceeded work must stop and DER must be notified as provided in the site design or remedial work plan. The notification shall include a description of the control measures implemented to prevent further exceedances.

6. It must be recognized that the generation of dust from waste or contaminated soil that migrates off-site, has the potential for transporting contaminants off-site. There may be situations when dust is being generated and leaving the site and the monitoring equipment does not measure PM₁₀ at or above the action level. Since this situation has the potential to allow for the migration of contaminants off-site, it is unacceptable. While it is not practical to quantify total suspended particulates on a real-time basis, it is appropriate to rely on visual observation. If dust is observed leaving the working site, additional dust suppression techniques must be employed. Activities that have a high dusting potential--such as solidification and treatment involving materials like kiln dust and lime--will require the need for special measures to be considered.

7. The following techniques have been shown to be effective for the controlling of the generation and migration of dust during construction activities:

- (a) Applying water on haul roads;
- (b) Wetting equipment and excavation faces;
- (c) Spraying water on buckets during excavation and dumping;
- (d) Hauling materials in properly tarped or watertight containers;
- (e) Restricting vehicle speeds to 10 mph;
- (f) Covering excavated areas and material after excavation activity ceases; and
- (g) Reducing the excavation size and/or number of excavations.

Experience has shown that the chance of exceeding the 150ug/m³ action level is remote when the above-mentioned techniques are used. When techniques involving water application are used, care must be taken not to use excess water, which can result in unacceptably wet conditions. Using atomizing sprays will prevent overly wet conditions, conserve water, and provide an effective means of suppressing the fugitive dust.

8. The evaluation of weather conditions is necessary for proper fugitive dust control. When extreme wind conditions make dust control ineffective, as a last resort remedial actions may need to be suspended. There may be situations that require fugitive dust suppression and particulate monitoring requirements with action levels more stringent than those provided above. Under some circumstances, the contaminant concentration and/or toxicity may require additional monitoring to protect site personnel and the public. Additional integrated sampling and chemical analysis of the dust may also be in order. This must be evaluated when a health and safety plan is developed and when appropriate suppression and monitoring requirements are established for protection of health and the environment.

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Appendix C

List of National Grid-Accepted
Treatment/Disposal Facilities

**National Grid
Environmentally-Approved Waste
Disposal and Recycling Facilities**

Vendor	Waste Stream	Facility Location	Phone	EPA ID Number	Date Last Audited	Type of Audit
Aggregate Industries (f/k/a Bardon Trimount)	Petroleum Cont. Soils Urban Fills	1101 Turnpike Street Stoughton, MA 02072	(781) 344-1100	MAD981213531	04/10/2008	On-site audit
American Lamp Recycling, LLC	Univ. Waste Lamps	26 Industrial Way Wappingers Falls, NY 12590	(800) 315-6262	NYR000129015	04/2005	Desktop
Bayshore Soil Mgt. (f/k/a ESMI of NJ)	Non-Haz. Soils	75 Crows Mill Road Keasbey, NJ 08832	(732) 738-6000	N/A	02/11/2009	On-site audit
Bridgeport United Recycling	Used Oil Waste Waters	50 Cross Street Bridgeport, CT 06610	(203) 334-4812	CTD002593887	09/29/2009	On-site audit
Capitol Environmental	Waste Broker	8229 Boone Boulevard Vienna, VA 22182	(703) 356-3135	N/A	05/28/1998	On-site audit
Carbon Service and Equipment Co.	Spent Carbon Recycling	1037 Route 519 Eighty Four, PA 15330	(724) 222-3334	N/A	06/30/2005	On-site audit
Chemical Waste Management	Haz. and Non-Haz. Waste, Asbestos, TSCA	Highway 17 North Emelle, AL 35459	(205) 652-8086	ALD000622464	05/10/2007	On-site audit
Chemical Waste Management	Haz. and Non-Haz. Waste, Asbestos, TSCA	1550 Balmer Road Model City, NY 14107	(716) 754-8231	NYD049836679	06/12/2008	On-site audit
CID (Chafee) Landfill, Inc.	Asbestos	10860 Olean Road Chaffee, NY 14030	(716) 496-5514	NYD000517458		
Ciment St-Laurent	Wood Waste Disposal	1945 Graham Boulevard Mount Royal, Quebec H3R1H1	(514) 340-1881	N/A	10/10/2004	On-site audit
City of Albany Landfill	Solid Waste	525 Rapp Road Albany, NY 12202	(518) 869-3651	N/A	2001	On-site audit
Clean Earth of Carteret Inc.	Petroleum Cont. Soils Urban Fills	24 Middlesex Avenue Carteret, NJ 07008	(215) 734-1400	N/A	05/29/2009	On-site audit
Clean Earth of New Castle, Inc.	Petroleum Cont. Soils Urban Fills	94 Pyles Lane New Castle, DE 19720	(302) 427-6633	N/A	10/07/2008	On-site audit
Clean Earth of New Jersey	Petroleum Cont. Soils Urban Fills	115 Jacobus Avenue South Kearny, NJ 07032	(973) 344-4004	NJD991291105	04/23/2008	On-site audit
Clean Earth of Philadelphia	Petroleum Cont. Soils Urban Fills	3201 South Street Philadelphia, PA 19153	(215) 724-5520	N/A	12/04/2008	On-site audit
Clean Earth of Southeast PA	Petroleum Cont. Soils Urban Fills	7 Steel Road East Morrisville, PA 19067	(215) 428-1700	N/A	12/04/2008	On-site audit
Clean Harbors of Braintree	Lab Packs	1 Hill Avenue Braintree, MA 02184	(781) 849-1807	MAD053452637	10/30/2007	On-site audit
Clean Harbors of Connecticut	Wastewater Treatment	51 Broderick Road Bristol, CT 06010	(860) 583-8917	CTD000604488	08/21/2008	On-site audit

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**National Grid
Environmentally-Approved Waste
Disposal and Recycling Facilities**

Vendor	Waste Stream	Facility Location	Phone	EPA ID Number	Date Last Audited	Type of Audit
Clean Harbors - Portland, ME	Waste Oil Non-Haz. WWT	37 Rumery Road South Portland, ME 04106	(207) 799-8111	MED980672182	05/16/2006	On-site audit
Clean Harbors of Baltimore	Wastewater Treatment	1910 Russell Street Baltimore, MD 21230	(410) 244 8200	MDD980555189	08/23/2006	On-site audit
Clean Harbor's PPM, LLC	TSCA/Non-TSCA Transformers and Oils	2474 Hwy 169 North Coffeyville, KS 67337	(620) 251-6380	KSD 981 506 025	06/02/2009	On-site audit
Clean Harbors – Murphy's	Waste Oil Oil Filter Recycling	252 Salem Street Woburn, MA 01801	(781) 935-9066	MAD066588005	08/27/2008	On-site audit
Clean Harbors – Cleveland	Wastewater Treatment	2900 Broadway Cleveland, OH 44115	(216) 429-2401	OHD000724153	10/17/2007	On-site audit
Clean Harbors Grassy Mountain, LLC	Landfill –TSCA,RCRA, Asbestos	P.O. Box 22750 Salt Lake City, UT 84122	(801) 323-8900	UTD991301748	09/16/2008	On-site audit
Clean Harbors – Kimball	Coal Tar Soils Incineration	HC54 Box 28 Kimball, NE 69145	(308) 235-4012	NED981723513	05/11/2006	On-site audit
Clean Harbors (f/k/a Rollins)	Haz. Waste Incineration	2027 Battleground Road Deer Park, TX 77536	(281) 930-2300	TXD055141378	02/28/2007	On-site audit
Clean Harbors PCB Serv. (f/k/a USPCIOHT)	TSCA Waste Materials	1672 East Highland Twinsburg, OH 44087	(330) 425-3825	OHD986975399	10/18/2007	On-site audit
Clean Harbors Env. Services, Inc.	Incineration	309 American Circle El Dorado, AR 71730	(870) 864-3711	ARD069748192	02/27/2008	On-site audit
Clean Water of New York (Staten Island)	Waste Oils and Waste Waters	3249 Richmond Terrace P.O. Box 030312 Staten Island, NY 10303	(718) 981-4600	N/A	02/19/2008	On-site audit
Colonie Landfill	Solid Waste	Memorial Town Hall Newtonville, NY 12128	(518) 783-2827	N/A	11/28/2001	Desktop
County of Franklin Solid Waste Management Authority	Solid Waste	828 County Route 20 Constable, NY 12926	(518) 483-8270	N/A	08/01/2008	On-site audit
Covanta Hempstead Company (f/k/a American Ref-Fuel Company Hempstead Resource Recovery)	Non Hazardous Incinerator	600 Merchants Concourse Westbury, NY 11590	(516) 683-5438	NYD980215511		On-site audit
Covanta Niagara Company (f/k/a American Ref-Fuel Company of Niagara Facility)	Coal Tar Soils Non-Hazardous Solids	100 Energy Blvd at 56th St. Niagara Falls, NY 14304	(716) 278-8500	NYD986930543	08/26/2009	On-site audit
CRT (Consolidated Recycling Technologies)	Oil Filter Recycling	1 Depot Street Bridgewater, MA 02324	(508) 697-1860	MAD985290717	11/2004	On-site audit

**National Grid
Environmentally-Approved Waste
Disposal and Recycling Facilities**

Vendor	Waste Stream	Facility Location	Phone	EPA ID Number	Date Last Audited	Type of Audit
DANC (Rodman Landfill)	Coal Tar Soils	NYS Route 177 Rodman, NY 13682	(315) 785-2593	NONHAZ	10/06/2004	On-site audit
Dupont Chambers Works	Wastewater Treatment	Route 120 Deepwater, NJ 08023		NJD002385730		
EnerSys (formerly YUASA)	Battery Recycling	16 Celina Ave. Nashua, NH 03060	(800) 343-5526	N/A	04/2008	Desk Top Audit
Environmental Protection Service	TSCA Wastes	4 Industrial Drive Wheeling, WV 26003	(304) 232-1590	WVD988770673	05/2005	On-site audit
Environmental Soil Management, Inc.	Coal Tar Soils Oily Soils Urban Fill	304 Towpath Road Fort Edward, NY 12828	(518) 747-5500	N/A	9/22/2009	On-site audit
ESMI, Loudon, NH	Coal Tar Soils Oily Soils, Urban Fill	67 International Drive Loudon, NH 03301	(603) 783-0228	NH5986485852	8/27/2008	On-site audit
G&S Technologies	NON-TSCA Equipment	1800 Harrison Ave. Kearny, NJ 07032	(201) 998-9244	NJD011370525	4/16/2008	On-site audit
Green Environmental (Environmental & Industrial Contracting Services Inc.)	Transfer Facility	8335 Quarry Road Niagara Falls, NY 14304	(716) 298-8876	NYR000013086	12/09/2004	On-site audit
High Acres Landfill (Waste Mgt.)	Asbestos	425 Perinton Parkway Fairport, NY 14450	(716) 223-6132	NON-HAZ.	12/15/2006	On-site audit
Industrial Oil Tank	Waste Oil	120 Dry Road Oriskany, NY13424	(315) 736-6080	NYR000005298	02/20/2007	On-site audit
Ingenco - CHP Plant	Waste Oil	2369 Lanier Rd. Rockville, VA 23146	(804) 749-4774	VAR000006759	07/23/2008	On-site audit
INMETCO	Battery Recycling	One Inmetco Drive Ellwood City, PA 16117	(724) 758-5515	PAD087561015	12/03/2007	On-site audit
International Petroleum Corporation/US Filter	Used Oil Waste Waters	505 South Market Street Wilmington, DE 19801	(302) 421-9306	DED984073692		
Lakeview Landfill (Waste Mgt)	Asbestos	851 Robinson Road East Erie, PA 16509	(814) 825-8588	N/A		
Lewis County Solid Waste Department	Solid Waste	Trinity Avenue Lowville, NY 13367	(315) 376-5394	N/A		
Marisol, Inc. (Veolia)	Solvent Recovery	125 Factory Lane Middlesex, NJ 08846	(732) 469-5100	NJD002454544		
Maxymillian RESOIL	Coal Tar Soils	E Street North Adams, MA 01247	(413) 499-3050	MAV000018385	10/2001	On-site audit

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**National Grid
Environmentally-Approved Waste
Disposal and Recycling Facilities**

Vendor	Waste Stream	Facility Location	Phone	EPA ID Number	Date Last Audited	Type of Audit
Mercury Waste Solutions	Mercury Waste	21211 Durand Avenue Union Grove, WI 53217	(262) 878-2599	WIR000000356	01/17/2008	On-site audit
Pure Earth (f/k/a Mid Atlantic Recycling)	Used Oils	3209 North Mill Road, Vineland, NJ 08360	(858) 696-4401	NJR000031377		On-site audit
Modern Disposal	Solid Waste	4746 Model City Road Model City, NY 14107	(716) 754-8226	NY0986921237	06/01/2005	On-site audit
Montgomery County ("MOSA")	Solid Waste	P.O. Box 160, Route 7 Howes Cave, NY 12092	(518) 296-8884	N/A		
Norlite Corporation	Used Oil	628 South Saratoga Street Cohoes, NY 12047	(518) 235-0401	NYD080469935	10/052007	On-site audit
NovaPb, Inc.	Battery Recycling	1200 Garnier St. St. Catherine, Quebec J5C1B4	(781) 849-1807	Ship thru CHI	4/10/2008	On-site audit
Northeast Transformer	Transformer Repair	49 Elm Street Cortland, NY 13045	(607) 753-7510	N/A	07/20/2007	On-site audit
Oneida Herkimer Solid Waste Authority	Solid Waste	1600 Genesee Street Utica, NY 13502	(315) 733-1224	N/A		
Ontario County Sanitary Landfill	Solid Waste	3555 Post Farm Road Stanley, NY 14561	(585) 526-4420	N/A	08/17/2004	On-site audit
Optech Waverly	Transfer Facility	370 Route 34 Waverly, NY 14892	(607) 565-8891	NYR000101220	10/2005	On-site audit
Ovide Rouillard, Inc. Recuperation Materioux Secs	Wood Waste Recycler	8750, Bowl. Bourque Deauville (Quebec) J1N3G1	(819) 864-6969	N/A	10/13/2004	On-site audit
Revere Smelting & Refining Corporation	Lead Acid Battery Recycler	65 Ballard Road Middletown, NY 10941	(845) 692-4414	NYD030485288	07/23/2009	Desk-Top
Safety-Kleen Systems Inc.	Part Washer Recycler	17 Green Mountain Road Cohoes, NY 12047	(518) 783-8080	NYD986872869		
Safety-Kleen Systems Inc.	Part Washer Recycling	80 Seabro Ave. North Amityville, NY 11701	(631) 842-6311	NYD000708198		
Seneca Meadows Landfill	Asbestos	1786 Saloman Road Waterloo, NY 13165	(315) 539-5624	N/A	12/18/2006	On-site audit
Stericycle - NY	Medical Waste	3472 Progress Drive Dunkirk, NY 14048	(716) 366-4444	N/A	8/20/2009	On-site audit
Stericycle Inc.- RI	Medical Waste	369 Park East Drive Woonsocket, RI 07895	(401) 769-5801	RID600008763	06/11/2007	On-site audit
TCI	Non-TSCA Transformer Disposal	39 Falls Road Industrial Park Hudson, NY 12534	(518) 828-9997	NYD986899912	07/25/2005	On-site audit

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**National Grid
Environmentally-Approved Waste
Disposal and Recycling Facilities**

Vendor	Waste Stream	Facility Location	Phone	EPA ID Number	Date Last Audited	Type of Audit
Trans-Cycle Industries (TCI)	TSCA Transformer Disposal	101 Parkway East Pell City, AL 35125	(205) 338-9997	ALD983167891	01/17/2006	On-site audit
United Oil Recovery Inc. (UOR)	Used Oils Waste Waters	136 Gracey Avenue Meriden, CT 06450	(203) 238-6745	CTD021816889	08/30/2006	On-site audit
Veolia (f/k/a CWM Sauget, IL)	Incineration	7 Mobile Avenue Sauget, IL 62201	(618) 271-2804	ILD098642424	6/4/2009	On-site audit
Veolia (f/k/a Chemical Waste Management)	Incineration	P.O. Box 2563 Port Arthur, TX 77643	(409) 736-2821	TXD000838896	02/27/2007	On-site audit
Veolia (f/k/a Global Recycling)	Ballast Recycling Battery Recycling Univ. Waste Lamps	218 Canton St. Stoughton, MA 02072	(781) 341-6080	MA5000004713	12/13/2005	On-site audit
Veolia Environmental Services	Transfer Facility	1 Eden Lane Flanders, NJ 07836	(973) 347-7111	NJD980536593	2004	
Veolia Environmental Services Superior Phoenix Facility	Ballast Recycling, Univ. Waste Lamps	5752 West Jefferson Street Phoenix, AZ 85043	(800) 368-9095	AZ0000337360		
Veolia Technical Solutions	Mercury, PCB Ballasts, Universal	1275 Mineral Springs Drive Port Washington, WI 53074	(262) 243-8900	WID988566543	1/16/2008	On-site audit
Waste Management Disposal Services of Maine	Non-Hazardous	357 Mercer Road Norridgewock, ME 04957	(207) 634-2714	MED98254699	3/1/2007	Paper Audit
Waste Management – Turnkey	Asbestos, Non- Hazardous	97 Rochester Neck Road Rochester, NH 03867	(603) 332-2386	N/A	06/10/2004	On-site audit
Waste Management of Pennsylvania Geological Reclamation Operations and Waste Systems, Inc. (G.R.O.W.S. Inc.)	Landfill	1121 Bordentown Rd Morrisville, PA 19067	(267) 580-2816	PAD000429589		
Waste Management of PA Tullytown Resource Recovery Facility	Landfill	1121 Bordentown Rd. Morrisville, PA 19067	(267) 580-2816	PAD982704264	2008	Desktop
Wayne Disposal Inc.	Landfill	49350 North I-94 Service Dr. Belleville, MI 48111	(800) 592-5489	MID048090633		

National Grid Approved Scrap Metal Facilities

Vendor	Facility Location	Phone	Scrap Metal Approval		
			Lead Cable	Tanks	All Other Metal
Ange's Scrap Metal	2133 Maple Ave. Niagara Falls, NY 14305-1714	(716) 284-8729	no	yes	yes
Arnold Scrap Processors	2216 Angling Road Batavia, NY 13503-0353	(585) 762-9080	no	yes	yes
Bristol Metals	58 Lomman Road Bristol, Rhode Island 02809	(401) 253-4070	no	yes	Yes
Cable Recycling Inc. (NY Use Only)	220 John Street Barrie, Ont. L4N 2L2	(705) 728-1622	yes	yes	yes
Cap Scrap	RD#2 West River Road Frankfort, NY 13340	(315) 735-4451	no	yes	yes
D&D Welding & Salvage Corp.	146 Ashland Ave. Southbridge, MA 01550	(508) 765-5119	no	no	yes
Empire Recycling	PO Box 353 Utica, NY13503-0353	(315) 724-7161	no	yes	yes
Jaco Environmental, Inc.	157 Grove Street Franklin, MA 02038	(508) 528-1600	no	no	yes
James G. Grant Co.	28R Wolcott St. P.O. Box 54 Boston, MA 02137	(617) 361-2716	no	yes	yes
Hudson River Recycling	2216 Angling Road Albany, NY 12202	(518) 465-2288	no	yes	yes
Kimco Steel	PO Box 300 Kingston, Ontario Canada K7L4W1	(800) 267-0902	no	yes	yes
Matlow Co.. Inc	PO Box 297 Syracuse, NY 13209-0297	(315) 488-3171	no	yes	yes
Mid City Scrap Iron and Salvage Co., Inc.	P.O. Box 157 Westport, MA 02790	(508) 675-7831	no	yes	yes
Roth Steel	PO Box 1354, Hiawatha Blvd. Syracuse, NY 13201-1354	(315) 475-8431	no	yes	yes
William Reisner Corp. Iron & Steel Scrap	33 Elm St. Clinton, MA 01510-2307	(978) 365-4585	no	no	yes

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Appendix D

MGP-Related Waste
Characterization Plan

Appendix D

MGP-Related Waste Characterization Plan

1.0 Introduction

1.1 Background

This MGP-Related Waste Characterization Plan (Characterization Plan) is a part of the Special Environmental Conditions (SECs) for the subsurface work associated with the J.B. Wise Parking Lot Reconstruction Project (Reconstruction Project) to be undertaken by the City of Watertown.

1.2 Purpose and Scope

The purpose of this Characterization Plan is to generally set forth methods and procedures for characterizing wastes that may be generated during the Reconstruction Project. These wastes may potentially consist of petroleum or manufactured gas plant (MGP) related wastes (water, debris, non-hazardous soil and exempted hazardous soil).

The scope of this Characterization Plan is limited to the waste streams listed above. If additional waste streams are generated during the course of the Reconstruction Project, the characterization requirements for additional waste streams will be determined at the time that they are generated.

1.3 Roles and Responsibilities

Roles and responsibilities are defined in Section 1.2 of the SECs. As presented therein, National Grid/ARCADIS personnel will be responsible for collecting additional waste characterization samples, if any, to facilitate characterizing the material and determining disposal requirements for MGP-related materials.

2.0 Characterization Requirements

The MGP-related waste streams will be visually observed and evaluated by National Grid/ARCADIS. The evaluation will consider visual appearance, possible odors, measurements obtained by photoionization detector (PID), and the relationship of the waste streams to the potential presence of MGP-related materials. This information, along existing site characterization data and the requirements of the treatment/disposal facility that may be used for disposition of the material, will be used to determine the actual waste characterization requirements (i.e., analyses and number of samples).

Appendix D

MGP-Related Waste Characterization Plan

The sampling and analysis, at a minimum, is anticipated to include the full Toxicity Characteristic Leaching Procedure (TCLP) analyses, and Target Compound List (TCL) volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs). Additionally, if there is a need to differentiate between petroleum hydrocarbon-related materials and MGP-related materials, then fingerprinting may be performed by analysis of the samples at the Worldwide Geosciences Forensics Laboratory in Houston.

3.0 Sampling and Analysis

Sampling and analysis procedures will be conducted in accordance with the NYSDEC-approved *Generic Site Characterization/IRM Work Plan for Site Investigations at Non-Owned Former MGP Sites* and the supporting appendices (*Field Sampling Plan* and *Quality Assurance Project Plan*), dated November 2002. The waste characterization samples will be collected, packaged, shipped, handled, and analyzed using the methods and procedures detailed in those plans, as well as any applicable updates.

An analytical laboratory certified under the New York State Department of Health's (NYSDOH's) Environmental Laboratory Approval Program (ELAP) will perform the waste characterization analyses. The laboratory will also prepare and provide the sample containers. Sampling for any necessary fingerprinting analysis will be performed in accordance with the procedures recommended by Worldwide Geosciences.

4.0 Utilization of Waste Characterization Data

National Grid/ARCADIS will obtain the waste characterization analytical results from the laboratory in a timely manner, and provide the results to the Owner/Engineer and the NYSDEC.

As detailed in the SECs, the Contractor is to utilize the waste characterizations provided by National Grid/ARCADIS to establish and prepare waste profiles, and arrange with the designated treatment/disposal facilities for disposal of MGP-related materials.

ARCADIS

Appendix E

**MGP-Related Reference Materials
(Not Part of Contract)**

- April 2007 Site Characterization Report
- 2007 Soil Vapor Intrusion Evaluation
- September 2008 Community Fact Sheet
- April 2009 Remedial Investigation Data Summary

National Grid

Site Characterization Report

Watertown (Anthony Street) Non-Owned Former MGP
Site #V004736, City of Watertown, Jefferson County

April 2007

Site Characterization Report

Watertown (Anthony Street)
Non-Owned Former MGP
Site #V004736,
City of Watertown,
Jefferson County

Prepared for:
National Grid

Prepared by:
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Our Ref.:
B0036638

Date:
April 2007

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Table 2	Summary of Groundwater Analytical Results

Figure

Figure 1	Investigation Locations
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Appendix

A	Subsurface Logs
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1. Introduction

This Site Characterization (SC) Report presents the findings of SC investigations completed at National Grid's Anthony Street Non-Owned Former MGP Site (the site). This report has been prepared in response to New York State Department of Environmental Conservation's (NYSDEC's) December 4, 2006 letter to National Grid. The SC work was conducted by ARCADIS BBL on behalf of National Grid in accordance with an Order on Consent (No. D0-0001-0011, dated July 3, 2001) between National Grid and the NYSDEC. The SC investigations were completed during the course of three separate efforts from 2004 to 2006. The results of these investigations were previously provided to NYSDEC in letters dated August 31, 2004, March 7, 2006, and August 28, 2006. The purpose of this report is to combine the SC results that were previously provided to NYSDEC into a single document. Site background information is provided below, followed by a discussion of the SC investigations and the SC findings.

2. Existing Site Conditions and Site History

The site is approximately located at 121 J. B. Wise Place (formerly Anthony Street) in a commercial district of Watertown, New York. The site is currently occupied by a three-story former department store building ("Empsall Plaza building") on the southern portion of the site and an adjacent building on the northern portion, most recently occupied by a mattress store (Figure 1). The Empsall Plaza building is currently used as office space for various businesses and a children's gaming center. The remaining areas of the site are covered with asphalt parking lots (owned and maintained by the City of Watertown) used for customers and employees associated with the Empsall Plaza building and mattress store. Both buildings are constructed of brick. The lowermost floor of the mattress store rests on a limestone block foundation and is approximately 4 feet above grade on the front (east-northeast) side of the building. Most of the foundation of the Empsall Plaza building appears to be constructed as slab-on-grade, but a boiler room/basement does exist in the western-southwestern corner of the building.

Readily apparent evidence of the former MGP does not exist at the ground surface of the site. Based on review of available Sanborn maps, it appears that most of the structures associated with the former MGP are overlain by the two existing onsite buildings; however, the location of the northernmost (and largest) former gas holder appears to be mostly or entirely covered by parking/driveway areas.

The majority of the site is of general low relief, and is approximately 460 feet above mean sea level with a slight drop in elevation to the northeast, toward the Black River. An approximately 20-foot high steep bank, however, abuts the southeast side of the two onsite buildings. As shown on Figure 1, the Black River is approximately 300 feet northeast of the site. The elevation of the Black River near the site is approximately 400 feet above mean sea level. Near the site, the Black River flows to the northwest in a gorge with steep limestone ledges on either side.

Two streets, J. B. Wise Place and City Center Drive, are located between the Black River and the site. J. B. Wise Place sustains low-volume traffic associated with the local merchants and businesses and City Center Drive is a relatively high-volume route. Onsite drainage consists of sheet flow along the top of the asphalt which is directed toward catch-basins located along J. B. Wise Place and throughout the parking area. Given the proximity to the Black River and the topographic expression of the area, storm water from the site is likely routed to the Black River.

Review of Sanborn Fire Insurance Maps (Sanborns) indicates that the MGP was present in 1884. The 1884 Sanborn map showed that the MGP consisted of two gas holders, nine retorts, gas house, storage shed, and two-story coal house with railroad tracks across Anthony Street to the east of the site. The site was apparently expanded in 1890 to include a purifying house and purifiers, and other associated structures and again in 1902 with a third gas holder. MGP-related operations appear to have stopped between 1902 and 1909 with other businesses occupying some of the gas plant buildings. Between 1909 and 1949, all remnants of the MGP-related structures were removed from the site. Between 1949 and 1971, Anthony Street was renamed J.B. Wise Place.

3. Site Characterization Investigations

The SC was conducted under three phases of investigation. The scope of these investigations were detailed in NYSDEC-approved work plans dated June 6, 2003, October 4, 2004, and May 4, 2006. A summary of the work conducted and dates of completion for the three SC phases of investigation is provided in the table below.

Dates of Completion	Work Conducted
April and May 2004	Conducted a Geophysical Survey and Excavated 6 Test Pits (TP-1 through TP-6)
October and November 2005	Installed 3 Monitoring Wells MW-1, MW-2, and MW-3) and Drilled 2 Soil Borings (SB-1 and SB-2)
June 2006	Conducted Additional Groundwater Sampling from one Monitoring Well (MW-1)

The SC activities discussed in this report were conducted in general accordance with the NYSDEC-approved *Generic Site Characterization/IRM Work Plan for Site Investigations at Non-Owned Former MGP Sites* and supporting appendices (Field Sampling Plan [FSP] and Quality Assurance Project Plan [QAPP]), dated November 2002. A site-specific Health and Safety Plan (HASP) was developed and implemented during the course of the SC investigations.

A summary description of the fieldwork conducted during the SC is provided below. Figure 1 shows the investigation locations.

3.1 Geophysical Survey

A geophysical investigation was conducted to assess the presence and location of MGP structures (e.g., gas holders, purifier house), estimate the depth to bedrock surface in the area of the site, and fine-tune locations for test pits. The geophysical investigation was conducted on April 28 and 29, 2004 using Ground Penetrating Radar (GPR) surveying techniques in the approximate area shown on Figure 1. As summarized in the table below, several potential buried structures were identified during the GPR survey. Test pits were subsequently completed to assess the nature of the potential structures identified during the survey. The test pit numbers are also indicted in the table below.

Location	Structure	Test Pit
South side of Empsall Plaza	Wall-like structure, possible foundation of purifying building.	TP-1
South of Empsall Plaza, near former filling station	Concrete slab-like structure at approximately 1.5 feet below grade, measuring approximately 20 feet by 40 feet.	None.
Alleyway between two buildings, near inferred location of walls of Gas Holder No. 2	Wall-like structures, possible walls of Gas Holder No. 2.	TP-2
Alleyway between two buildings, near inferred center of center of Gas Holder No. 2	Dome-like feature measuring approximately 10-foot wide by 30-foot long, long axis oriented northeast-southwest.	TP-3
Northeast of corner of mattress store), area of Gas Holder No. 3	Wall-like structures, possible walls of Gas Holder No. 3.	TP-5, TP-6

In addition to the structures noted above, numerous utility lines were also identified during the GPR survey mainly northeast of the Empsall Plaza building. The locations of previously proposed test pits TP-3 and TP-4 were modified to account for the presence of these buried utilities.

As shown on Figure 1, the GPR survey was also performed over the area identified on historical documents as a tunnel. The GPR results did not indicate the presence of a tunnel; however, the results did indicate that the bedrock in this area is approximately 9 feet below grade.

3.2 Test Pits

Test pit excavations were completed on May 10 and 11, 2004. A total of six test pits (TP-1 through TP-6) were excavated using a rubber-tired backhoe at the locations shown on Figure 1. The test pits were excavated to visually assess subsurface soil conditions in the area of potential buried structures and to enable the collection of subsurface soil samples for chemical analysis. Depending on location, test pits were generally excavated to the top of an underlying structure (i.e., concrete slab) or to the top of bedrock. Soil was excavated from each test pit in 2-foot lifts. Soil samples were collected from each approximate 2-foot interval for visually characterization (e.g., staining, odors, soil properties) and head-space screening using a photoionization detector (PID). Observations and measurements made

at each test pit were recorded in a field notebook and each test pit was photo-documented. Test pit logs are provided in Appendix A.

With the exception of test pit TP-2 (where no samples were collected for chemical analysis because of the presence of an impenetrable concrete slab just below ground surface), one or two analytical soil samples were selected from each test pit for analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX), polycyclic aromatic hydrocarbons (PAHs), and total cyanide. In addition, one sample was collected from test pit TP-4 for analysis of Target Compound List (TCL) volatile organic compounds (VOCs), TCL semi-VOCs (SVOCs), and Gasoline Range Organics (GRO) due to the presence of a strong petroleum odor observed at approximately 6 feet below grade at this location. Analytical soil samples were preferentially selected for laboratory analysis based on the presence of potential visual impacts, odors, and/or elevated PID measurements.

Upon completion, each test pit was backfilled using material excavated from that test pit. The backfilled material was compacted in approximate 8-inch lifts using a vibratory compactor up to approximately two feet below grade. The remaining approximately two feet was backfilled with run of crusher material which was compacted in approximate 12-inch lifts. The surface of each test pit was restored to the conditions observed prior to the test pit excavations (i.e., crushed stone or asphalt).

3.3 Soil Borings

Two soil borings (SB-1 and SB-2) were drilled within the inferred limits of Former Holder No. 1 on October 18, 2005. Based on historical mapping, it appears that Former Holder No. 1 is located generally beneath the area of the boiler room of the Empsall Plaza building. The approximate location of Former Holder No. 1 (based on the historical mapping) and surveyed locations of soil borings SB-1 and SB-2 are shown on Figure 1.

The purpose of the soil borings was to gather data to help evaluate whether there is an imminent threat to human health posed by potential MGP-related residuals beneath the Empsall Plaza building, particularly in the area of Former Holder No. 1. Each soil boring was completed by coring the concrete floor and using direct-push drilling techniques to advance the boring and continuously collect soil samples for observation and chemical analysis. Soil samples were preferentially selected for chemical analysis based on the potential presence of MGP-related residuals, as indicated by visual, olfactory, and field PID screening results. The following samples were selected for chemical analysis (the numbers in parentheses indicate the sampled interval in feet): SB-1(4-8), SB-1(8-10), SB-2(0-4), and SB-2(4-10). Although sample IDs generally indicate two to four foot sampling

intervals, the actual samples submitted for analysis were based on sample recovery. For example, sample SB-1(8-10) was taken from the 8- to 10-foot sampling interval, but there was only 0.9 feet of sample collected from the 2-foot sample interval. In the case of sample SB-2(4-10), the sampling interval of 4 to 10 feet was larger than a single 4-foot-long sampling interval because it was necessary to composite recovery from the 4- to 8-foot and 8- to 10-foot sampling intervals to provide enough volume of sample for laboratory analysis. The sample recoveries for the soil borings are provided on the subsurface logs in Appendix A.

The borings were advanced to refusal and backfilled with a cement/bentonite grout. The floor surface was repaired at each location by returning the cored section of concrete to the hole and applying cement grout to the annular space around the cored section.

3.4 Monitoring Wells

Three monitoring wells (MW-1, MW-2, and MW-3) were installed on October 17 and 18, 2005. The new wells were installed to collect additional soil data that would supplement the existing data collected during the first phase of SC work and to collect groundwater data to assess groundwater conditions at the site.

The three monitoring wells were all installed in paved areas and in the presumed hydraulically down-gradient direction (generally toward the Black River) from several of the former MGP structures as follows:

- MW-1 downgradient from Former Holder No. 3
- MW-2 down gradient from Former Holder No. 2
- MW-3 downgradient from Former Holder No. 1 and the former purifier house and retorts

The surveyed locations of these monitoring wells are shown on Figure 1.

The soil borings drilled to facilitate the installation of the monitoring wells were advanced using 4.25-inch hollow stem augers (HSAs). Each boring was advanced to refusal and soil samples were collected continuously at each location using direct-push sampling equipment. Soil samples were selected for chemical analysis from the soil boring drilled for monitoring well MW-3 because it was anticipated that this well would be dry, based on visual observations made during advancement of the boring. Soil samples were collected

at this location from the 0 to 4 feet below ground surface (bgs) and 4 to 8 feet bgs intervals.

Each well was constructed using 2-inch diameter schedule 40 PVC material. Five-foot long, 0.010-inch slotted (10-slot) well screens were installed at each location immediately above the depth of refusal. Wells were finished at the surface with a flush-mounted protective casing set into a concrete surface pad. Monitoring wells MW-1 and MW-2 were developed a minimum of 2 days after installation by using disposable bailers to remove approximately ten saturated-length well volumes of groundwater from each monitoring well. Monitoring well MW-3 was not developed because it did not contain groundwater on the day the wells were developed.

Groundwater samples were collected and water levels were measured at monitoring wells MW-1 and MW-2 on October 27, 2005. These samples were analyzed for TCL VOCs, TCL SVOCS, and total cyanide using USEPA SW-846 Methods by Severn Trent Laboratories (STL) of Edison, New Jersey. An additional groundwater sample was collected from MW-1 on June 27, 2006 for free cyanide and total cyanide analyses. This sample was analyzed by Clarkson University of Potsdam, New York for free cyanide testing using the microdiffusion method (ASTM-4285-95) and total cyanide testing using USEPA Method 4500-CNE and a duplicate sample was analyzed by STL for total cyanide by SW-846 methods. The groundwater analytical results are provided in Table 2.

A groundwater sample could not be collected from monitoring well MW-3 on either of the sampling dates because this well was dry on both dates.

4. Site Characterization Findings

The findings of the SC fieldwork are summarized below in terms of the media investigated.

4.1 Subsurface Soil

This section discusses the subsurface conditions observed while excavating test pits and drilling soil borings (including the soil borings drilled to facilitate well installations). Subsurface soil analytical results are also summarized in this section.

The table below presents a summary of the observed subsurface conditions at the site. Refer to the subsurface logs in Appendix A for additional detail regarding the observations made at each location.

Test Pit/Soil Boring Location	PID Range (ppm)	Analytical Sample Depth	Observations
TP-1	ND	8.5'	<ul style="list-style-type: none"> • Visual impacts not observed on soil • Groundwater not encountered • Encountered possible remnants of purifier building foundation • Test pit terminated at 8.5 feet below grade because of ruptured small-diameter copper water line
TP-2	NA	NA	<ul style="list-style-type: none"> • Visual impacts not observed in test pit • Concrete slab encountered just below surface; backhoe was unable to break through and test pit was abandoned
TP-3	ND - 3.3 (at 7.5' bgs)	7.5' and 9.5'	<ul style="list-style-type: none"> • Groundwater encountered at 7.0 feet below grade • Trace sheen and non-aqueous phase liquid (NAPL) blebs observed on groundwater • Faint odor at 7.5 feet below grade • Bedrock encountered at approximately 10 feet below grade
TP-4	ND - 2,891 (at 8.7' bgs)	8.7'	<ul style="list-style-type: none"> • Strong petroleum-like odor observed below 6.0 feet below grade • Bedrock encountered at approximately 8.9 feet below grade • Groundwater encountered on top of bedrock

Test Pit/Soil Boring Location	PID Range (ppm)	Analytical Sample Depth	Observations
TP-5	ND - 6.4 (at 6.0' bgs)	4.5' - 5.5' and 6.0' - 6.8'	<ul style="list-style-type: none"> Slight organic-like odor noted at 4.0 feet below grade Test pit terminated at 6.8 feet below grade due to concrete slab (possible pad for Gas Holder No. 3) Groundwater not encountered
TP-6	ND	6.7' - 6.9'	<ul style="list-style-type: none"> Visual impacts not observed in test pit Test pit terminated at 6.9 feet below grade due to concrete slab (possible pad for Gas Holder No. 3) Groundwater not encountered
SB-1	0.7 - 19.2 (at 8.0' to 10.0' bgs)	4.0' - 8.0' and 8.0' - 10.0'	<ul style="list-style-type: none"> Groundwater encountered immediately below boiler room floor slab Trace black viscous tar-like material at approximately 9.4 feet below floor surface Refusal at 10 feet below floor surface
SB-2	ND - 4.3 (at 4.0' to 8.0' bgs)	0' - 4.0' and 4.0' - 10.0'	<ul style="list-style-type: none"> Groundwater encountered immediately below boiler room floor slab Slight rainbow sheen at approximately 8 feet below the floor surface Refusal at 10 feet below the floor surface
MW-1	0.3 to 0.5	NA	<ul style="list-style-type: none"> Visual impacts not observed on soil Refusal at 8.5 feet below grade
MW-2	0.1 to 0.3	NA	<ul style="list-style-type: none"> Faint petroleum-like odor observed below 8.5 feet below grade Refusal at 8.5 feet below grade
MW-3	0.6 to 2.7	0' - 4.0' and 4.0' - 8.0'	<ul style="list-style-type: none"> Visual impacts not observed on soil Refusal at 8.6 feet below grade

Notes:

NE = Not Encountered.
 NA = Not Applicable.
 ND = Non-Detect.
 ppm = parts per million.
 All depths are approximate.

As noted in the table above, subsurface structures were encountered in four (TP-1, TP-2, TP-5, and TP-6) of the six test pits. While it can be inferred that some of the structures encountered during the test pit excavations are related to the MGP, the site area has had a long development history both before and after the MGP operations; therefore it is not known if the observed structures are actually related to the MGP. Based on the historical locations and site observations the following inferences can be made:

- The shallow slab encountered at test pit TP-2 is in the area of Holder No. 2 and may represent the former holder base. Loose bricks (without mortar) were observed on the

surface of the slab and no apparent impacts were observed between the slab and the layer of bricks.

- The foundation remnants found at TP-1 could be related to the former purifier building.
- The slab encountered at TP-5 and TP-6 could be the base of former Gas Holder No. 3.

Based on the results of the GPR survey, the depth to bedrock in the area of the former MGP is approximately 8 to 13 feet. The GPR results were confirmed in test pits TP-3 and TP-4, where the depth to bedrock was observed to be 10 and 9 feet below grade, respectively. The depth to bedrock at SB-1 and SB-2 is approximately four feet lower than the bedrock depth observed in the other investigation locations possibly because the bedrock was excavated to facilitate construction of the holder.

At each test pit and soil boring/monitoring well location, the unconsolidated materials above the bedrock generally consist of a surface pavement (asphalt, brick, or crushed stone surface and associated bedding [run of crush]) or concrete floor (for the borings SB-1 and SB-2) underlain by fill materials comprised of fine to coarse sand, silt, and clay with varying amounts of cinders, ash, brick, slag, coal, wood, metal, concrete, and glass. The fill material was observed to extend to the bedrock surface in test pits TP-3 and TP-4 and soil borings SB-1, SB-2, MW-1, and MW-3, and to the surface of the concrete slab found in test pits TP-5 and TP-6. Water was encountered above the concrete pad at TP-5 and TP-6; however, based on the depth to water encountered in other test pits and soil borings, the water is believed to be perched above the pad. Fill materials at MW-2 appeared to be underlain by approximately 4 feet of native silt which lies directly on the bedrock surface.

Apparent impacted soil was observed in soil borings SB-1 and SB-2 and test pits TP-3 and TP-4. A trace amount of black, viscous tar-like material was observed at approximately 9.4 feet below grade at SB-1 and trace sheen was observed at SB-2 at approximately 8 feet below grade. Trace sheen and NAPL blebs were observed on the groundwater entering test pit TP-3, and a "moth-ball"-like odor was also observed in TP-3 at approximately 7.5 feet below grade. A strong petroleum-like odor and elevated PID readings (287 to 2,891 parts per million [ppm]) were observed in soil immediately above the bedrock (6 to 8.9 feet below grade) at test pit TP-4. Sheen was also observed on groundwater observed on the top of bedrock in this test pit. Soil samples were selected for laboratory analysis from the apparent impacted intervals observed in soil borings SB-1

and SB-2 and test pits TP-3 and TP-4. Analytical soil samples were selected from the remaining soil boring/test pits based on observed odors, PID readings, and the presence of water.

The petroleum-related impacts observed at test pit TP-4 were reported to the NYSDEC's Spill Hotline on May 12, 2004. The spill number issued for this spill is 0401481.

4.2 Chemical Data

A total of 13 soil samples were collected for chemical analyses during the SC. The results of these chemical analyses are presented in Table 1. Table 1 provides a comparison of the sample results with the New York State Part 375 Commercial Soil Cleanup Objectives (CSCOs) (effective December 14, 2006). This table also incorporates the results of a data usability summary report (DUSR) prepared for these data. DUSRs of all data presented in this report are provided on the attached CD.

As shown in Table 1, BTEX compounds were detected in one test pit sample (collected at TP-4) and each of the four samples collected from SB-1 and SB-2. No samples contained concentrations of BTEX compounds above the CSCO.

BTEX and a variety of other chemical compounds typically found in gasoline were detected in the soil sample collected from the apparently petroleum impacted interval at test pit TP-4. The sample collected at approximately 8.7 feet bgs at TP-4 contained 10.7 ppm of total BTEX. These results generally corroborate the elevated PID measurements (up to 2,891 ppm) taken on soils encountered at TP-4. A preliminary hydrocarbon source evaluation was completed on the sample from TP-4 which indicated the presence of gasoline in this sample, as discussed below. Given that the MGP was demolished prior to 1909 (based on review of Sanborn maps) and gasoline is not known to have been used in the MGP process, the potential gasoline impacted soils identified in test pit TP-4 are likely associated with a source that post-dates the former MGP.

Total BTEX concentrations detected in the samples collected from SB-1 and SB-2 ranged from 0.0081 to 16.8 ppm. The highest BTEX concentration was detected in the soil interval at SB-1 that contained the trace amount of viscous tar-like material at approximately 9.4 feet below the floor slab.

PAHs were detected in every sample, except the sample collected at 8.5 feet below grade in test pit TP-1. With the exception of the samples collected from soil boring SB-1 and test pit TP-5, low-level concentrations of PAHs were detected in all soil samples (non-detect to

31.9 ppm total PAHs). Locations where PAHs were detected above these trace levels were limited and consisted of three samples where total PAH concentration ranged from 90.6 ppm to 1,750 ppm. Of the total 12 locations where PAHs were detected, only 5 samples had individual PAHs which exceeded CSCOs as follows: (MW-3 (0 to 4 ft bgs), SB-1 (8 to 10 ft bgs), TP-5 (4.5 to 5.5 and 6 to 6.8 ft bgs), and TP-6 (6.7 to 6.9 ft bgs)).

As shown in Table 1, total cyanide was detected in three of the 13 soil samples at concentrations ranging from 5.4 to 19 ppm. The highest total cyanide concentration was detected in the soil interval at SB-1 that contained the highest concentration of total BTEX and total PAHs. No samples contained concentrations of total cyanide above the CSCO.

4.2.1 Preliminary Hydrocarbon Source Evaluation

A preliminary hydrocarbon source evaluation was conducted to assess the potential source of VOCs and SVOCs (particularly PAHs) detected in soil samples collected from the test pits. The evaluation consisted of reviewing the PAH data and total ion chromatograms (TICs) from the GC/MS (PAH) analysis. Diagnostic PAH ratios (e.g., fluoranthene/pyrene) were also calculated to help with the interpretation.

All samples, even TP-1 which had no detectable PAHs, exhibited chromatographic signatures which suggested the presence of a mid-distillate fuel oil that was heavier than a typical No. 2 fuel oil (diesel). The fuel was of a similar type in each sample and likely from a common source.

Also, as evaluated from the PAH data, varying amounts of a high-temperature coal combustion product were present in all samples, except for TP-1, in addition to this mid-distillate oil. The source of the coal combustion PAHs is likely associated with the cinders and ash which were observed in the soils in every test pit except TP-4. Low levels of coal combustion PAHs were present in the TP-3 samples (approximately 2 ppm to 25 ppm total PAHs) whereas approximately 90 to 170 ppm total PAHs were detected in the TP-5 samples.

The GC fingerprints (and GRO analysis) also showed an additional hydrocarbon in the sample collected from TP-4 at 8.7 feet below grade. This sample contained relatively high concentrations of gasoline (95 ppm by GRO) in addition to low levels of coal combustion PAHs (approximately 4 ppm total PAHs) and mid-distillate fuel oil.

In summary, all test pits samples (except at TP-1) contained varying amounts of generally low total PAH concentrations (not detected to 168 ppm) of a mid-distillate fuel oil of

probable common origin and a high temperature coal combustion product likely associated with cinders and ash. TP-1 contained only a trace amount of the mid-distillate fuel oil (no detection of coal combustion PAHs) and TP-4 contained gasoline in addition to the mid-distillate oil and coal combustion PAHs.

4.3 Groundwater

This section provides a brief discussion of the groundwater flow at the site and groundwater analytical results.

4.3.1 Groundwater Flow

As previously mentioned, groundwater had not accumulated in monitoring well MW-3 at the time of installation/groundwater sampling. As such, water levels could not be measured at this well. Based on water level measurements obtained on October 27, 2005 and June 27, 2006 from monitoring wells MW-1 and MW-2, there appears to be approximately 2 to 2.5 feet of groundwater above the bedrock surface at these well locations. The groundwater level measurements for October 27, 2005 were converted to elevations, as follows:

Well ID	Measuring Point Elevation (ft AMSL)	Depth to Water	Groundwater Elevation (ft AMSL)
MW-1	444.39	5.78	438.6
MW-2	444.35	5.56	438.8
MW-3	445.87	Dry	<437.2 (bottom of well)

Note:
 Elevations in reference to NAVD 1988.

The Black River is located approximately 400 feet northeast of the site at an elevation of approximately 30 to 40 feet lower than the site (likely 400 to 410 ft. AMSL, based on the USGS topographic quadrangle contours). Given the close proximity of the Black River and the fact that the river level is tens of feet lower than the measured groundwater levels on the site itself, it is reasonable to assume that groundwater flow in the site area is likely toward the river.

4.3.2 Groundwater Quality

As shown in Table 2, only one VOC (benzene) was detected in one monitoring well (MW-2) at an estimated concentration of 4 parts per billion (ppb). SVOCs were also only

detected in groundwater from MW-2, and all were at estimated concentrations below the quantitation limit. The SVOCs detected at MW-2 are not typically associated with MGP residuals, and PAHs (which are generally associated with MGPs) were not detected in either groundwater sample. Total cyanide was detected in groundwater from both monitoring wells. The concentration of cyanide in MW-1 was in excess of the Class GA standard for total cyanide, while the concentration of total cyanide in MW-2 was less than half the Class GA standard for this compound.

As previously discussed, groundwater was re-sampled from MW-1 on June 27, 2006 and sent to STL and Clarkson University for free and total cyanide analyses. The results of the cyanide analyses for the groundwater sample collected from MW-1 are summarized in the table below.

MW-1 -- Total and Free Cyanide Results (micrograms/liter - µg/L)					
Clarkson University				STL	
Total	Total (dup)	Free	Free (dup)	Total	Total (dup)
406	421	4.6	5.2	350	370

As shown in the above table, the total cyanide results reported by both laboratories are very similar. In general, STL's results are approximately 12 to 14 percent lower than Clarkson's results. As also shown in the above table, free cyanide comprises less than 2 % of the total cyanide concentration detected in groundwater collected from MW-1. This finding is consistent with findings from other MGP sites where the vast majority of the total cyanide present in groundwater is in the form of iron-cyanide complexes and is not biologically available.

5. Summary and Conclusions

The following general observations and conclusions can be made based on the information presented above:

5.1 Soil

- Soil potentially affected by trace amounts of MGP-related residuals was observed in soil borings SB-1 and SB-2 and test pits TP-3 at approximately 7 to 10 feet below grade (depending on location).
- Petroleum impacted soil attributable to a previous gasoline spill was observed in test pit TP-4 at approximately 6 to 9 feet below grade. This gasoline spill does not appear to be related to the former MGP operations.
- Overall, BTEX concentrations in site samples were low and no samples contained concentrations of BTEX compounds above the CSCOs. Of the 13 soil samples collected at the site for analysis of BTEX, the two highest BTEX concentrations were detected in soil boring SB-1 (16.8 ppm) and test pit TP-4 (10.7 ppm). The BTEX at SB-1 is likely associated with a trace amount of tarry material in the sample, while the BTEX at TP-4 is likely associated with a gasoline spill.
- With the exception of the samples collected from soil boring SB-1 and test pit TP-5, low-level concentrations of PAHs ranged from non-detect to 31.9 ppm total PAHs in the balance of site samples. The source of these PAHs is inferred to be cinders and ash which are abundant in the subsurface material at the site.
- Maximum total PAH concentrations were detected in soil boring SB-1 at 1,750 ppm (8 to 10 feet bgs) and test pit TP-5 at 90.6 ppm (4.5 to 5.5 feet bgs) and 168 ppm (6 to 6.8 feet bgs). The PAHs at SB-1 are likely associated with a trace amount of tarry material in the sample, while the PAHs at TP-5 are likely associated with cinders and ash that are abundant in the fill materials.
- Samples from MW-3 (0 to 4 ft bgs), SB-1 (8 to 10 ft bgs), TP-5 (4.5 to 5.5 and 6 to 6.8 ft bgs), and TP-6 (6.7 to 6.9 ft bgs) contained concentrations of individual PAHs above the CSCO.
- Trace sheen and NAPL blebs were observed in test pit TP-3 on the groundwater at 7 feet below grade, but the total PAH concentration for the sample collected at 7.5 feet

below grade was 24.7 ppm. BTEX compounds were not detected in any samples collected from TP-3.

- Saturated conditions were detected immediately below the boiler room floor slab at boring locations SB-1 and SB-2.

5.2 Groundwater

- Groundwater was encountered at approximately 6 feet below the paved ground surface at monitoring well locations MW-1 and MW-2.
- Groundwater from MW-1 contained a concentration of total cyanide above the Class GA Standard for this compound, while MW-2 had a total cyanide concentration below the Class GA Standard. Three SVOCs were detected in groundwater from MW-2; however, all were below the quantitation limit and none appear to be MGP-related. The only VOC detected in groundwater from either monitoring well location was benzene, at a concentration of 4 ppb at monitoring well MW-2. This monitoring well is located approximately 40 feet from a reported gasoline spill (Spill No. 0401481) at test pit location TP-4. The limits of this gasoline spill have not been defined and elevated concentrations of petroleum related constituents are likely present elsewhere in the vicinity of this test pit.
- The vast majority of the cyanide detected in groundwater from MW-1 is in a form that is not biologically available, and that the free cyanide concentration is more than an order of magnitude below the NYSDEC Class GA Standard of 200 µg/L for cyanide. As such, the potential risk of exposure to free cyanide in ground water is low and not a viable exposure pathway

Given the discussion points outlined above, only low concentrations of potentially MGP-related materials are present in overburden soil and groundwater at the site and complete exposure pathways were not identified for the observed MGP-related constituents (i.e., NAPL bleb at 7 feet below asphalt surface at TP-3 and trace of tarry material approximately 9.4 feet below the floor slab at SB-1). Based on the information collected to date, the Anthony Street former MGP site poses little to no risk to human health or the environment. However, as discussed in a December 4, 2006 letter from NYSDEC, NYSDEC has requested that National Grid conduct a bedrock investigation and further investigate the extent of soil and groundwater containing elevated total cyanide concentrations. Furthermore, NYSDEC has requested that National Grid conduct a vapor intrusion evaluation of the Empsall Plaza building. At NYSDEC's request, National Grid

will conduct limited additional investigations under the context of a Remedial Investigation (RI). As discussed with NYSDEC during a January 4, 2007 meeting in Albany, a vapor intrusion (VI) evaluation will be performed in the Empsall Plaza building during the 2006/2007 heating season. As per the Master Schedule, the RI will be conducted during 2008.

TABLES

**Table 1. Site Characterization Results, Summary of Soil Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Sample ID: Sample Depth (feet): Date Collected:	New York Part 375 Commercial Soil Cleanup Objectives	Units	MW-3 0 - 4 10/17/05	MW-3 4 - 8 10/18/05	SB-1 4 - 8 10/17/05	SB-1 8 - 10 10/17/05	SB-2 0 - 4 10/17/05	SB-2 4 - 10 10/17/05	TP-1 8.5 05/10/04
VOCs									
1,1,1,2-Tetrachloroethane	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,1,1-Trichloroethane	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,1,2,2-Tetrachloroethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,1,2-Trichloroethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,1,2-Trichlorotrifluoroethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,1-Dichloroethane	240	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,1-Dichloroethene	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,1-Dichloropropene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,2,3-Trichlorobenzene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,2,3-Trichloropropane	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,2,4-Trichlorobenzene	--	mg/kg	0.011 UJ	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,2,4-Trimethylbenzene	190	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,2-Dibromo-3-Chloropropane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,2-Dibromoethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,2-Dichlorobenzene	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,2-Dichloroethane	30	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,2-Dichloropropane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,3,5-Trimethylbenzene	190	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,3-Dichlorobenzene	280	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
1,3-Dichloropropane	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,4-Dichlorobenzene	130	mg/kg	0.011 UJ	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
2,2-Dichloropropane	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
2-Butanone	500	mg/kg	0.053 U	0.059 U [0.057 U]	0.074 U	0.44 U	0.067 U	0.068 U	NA
2-Chloroethyl vinyl ether	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
2-Chlorotoluene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
2-Hexanone	--	mg/kg	0.053 UJ	0.059 UJ [0.057 U]	0.074 UJ	0.44 U	0.067 UJ	0.068 UJ	NA
4-Chlorotoluene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
4-Methyl-2-Pentanone	--	mg/kg	0.053 U	0.059 U [0.057 U]	0.074 U	0.44 U	0.067 U	0.068 U	NA
Acetone	500	mg/kg	0.053 UJ	0.059 UJ [0.057 UJ]	0.074 UJ	0.44 J	0.067 UJ	0.068 UJ	NA
Acrolein	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Acrylonitrile	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Benzene	44	mg/kg	0.011 U	0.012 U [0.011 U]	0.015	1.6	0.001 J	0.11	0.00023 U
Bromobenzene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Bromochloromethane	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Bromodichloromethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Bromoform	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Bromomethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Carbon Disulfide	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Carbon Tetrachloride	22	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA

See Notes on Page 9.

Table 1. Site Characterization Results, Summary of Soil Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York

Sample ID: Sample Depth (feet): Date Collected:	New York Part 375 Commercial Soil Cleanup Objectives	Units	MW-3 0 - 4 10/17/05	MW-3 4 - 8 10/18/05	SB-1 4 - 8 10/17/05	SB-1 8 - 10 10/17/05	SB-2 0 - 4 10/17/05	SB-2 4 - 10 10/17/05	TP-1 8.5 05/10/04
VOCs (Cont'd.)									
Chlorobenzene	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Chloroethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Chloroform	350	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Chloromethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
cis-1,2-Dichloroethene	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
cis-1,3-Dichloropropene	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Cyclohexane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014	NA
Dibromochloromethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Dibromomethane	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Dichlorodifluoromethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Ethylbenzene	390	mg/kg	0.011 U	0.012 U [0.011 U]	0.0011 J	4.5 D	0.0026 J	0.1	0.00028 U
Hexachlorobutadiene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Isopropylbenzene	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.00082 J	0.15	0.0011 J	0.02	NA
m/p-Xylenes	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.0018 J	4.3	0.0033 J	0.089	0.00058 U
Methyl Acetate	--	mg/kg	0.011 UJ	0.012 UJ [0.011 UJ]	0.015 UJ	0.088 U	0.013 UJ	0.014 UJ	NA
Methyl tert-butyl Ether	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Methylcyclohexane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.094	0.068	0.14	NA
Methylene Chloride	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.00088 J	NA
Naphthalene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
n-Butylbenzene	500	mg/kg	NA	NA	NA	NA	NA	NA	NA
n-propylbenzene	500	mg/kg	NA	NA	NA	NA	NA	NA	NA
o-Xylene	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	1.6	0.0012 J	0.012 J	0.00049 U
p-Isopropyltoluene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
sec-Butylbenzene	500	mg/kg	NA	NA	NA	NA	NA	NA	NA
Styrene	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.2	0.013 U	0.014 U	NA
Tert butyl alcohol	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
tert-Butylbenzene	500	mg/kg	NA	NA	NA	NA	NA	NA	NA
Tetrachloroethene	150	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Toluene	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.0012 J	4.8 D	0.013 U	0.0022 J	0.00029 U
trans-1,2-Dichloroethene	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
trans-1,3-Dichloropropene	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Trichloroethene	200	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Trichlorofluoromethane	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Vinyl Acetate	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Vinyl Chloride	13	mg/kg	0.011 U	0.012 U [0.011 U]	0.015 U	0.088 U	0.013 U	0.014 U	NA
Xylene (Total)	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.0018 J	5.9	0.0045 J	0.101	ND
Total BTEX	--	mg/kg	ND	ND [ND]	0.0191 J	16.8	0.0081 J	0.313 J	ND
Total VOCs	--	mg/kg	ND	ND [ND]	0.0199 J	17.7 J	0.0772 J	0.488 J	ND

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**Table 1. Site Characterization Results, Summary of Soil Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Sample ID: Sample Depth (feet): Date Collected:	New York Part 375 Commercial Soil Cleanup Objectives	Units	MW-3 0 - 4 10/17/05	MW-3 4 - 8 10/18/05	SB-1 4 - 8 10/17/05	SB-1 8 - 10 10/17/05	SB-2 0 - 4 10/17/05	SB-2 4 - 10 10/17/05	TP-1 8.5 05/10/04
SVOCs									
1,1-Biphenyl	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.12 J	26 DJ	0.12 J	0.44 U	NA
1,2,4-Trichlorobenzene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,2-Dichlorobenzene	500	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,3-Dichlorobenzene	280	mg/kg	NA	NA	NA	NA	NA	NA	NA
1,4-Dichlorobenzene	130	mg/kg	NA	NA	NA	NA	NA	NA	NA
2,2-oxybis(1-Chloropropane)	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
2,4,5-Trichlorophenol	--	mg/kg	0.88 U	0.97 U [0.94 U]	1.2 U	12 UJ	1.1 U	1.1 U	NA
2,4,6-Trichlorophenol	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 UJ	0.44 U	0.44 U	NA
2,4-Dichlorophenol	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
2,4-Dimethylphenol	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	0.86	0.44 U	0.44 U	NA
2,4-Dinitrophenol	--	mg/kg	0.88 U	0.97 UJ [0.94 UJ]	1.2 U	12 UJ	1.1 UJ	1.1 UJ	NA
2,4-Dinitrotoluene	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 UJ	0.44 U	0.44 U	NA
2,6-Dinitrotoluene	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 UJ	0.44 U	0.44 U	NA
2-Chloronaphthalene	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 UJ	0.44 U	0.44 U	NA
2-Chlorophenol	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
2-Methylnaphthalene	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.13 J	130 D	0.49	0.12	0.064 U
2-Methylphenol	500	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
2-Nitroaniline	--	mg/kg	0.88 U	0.97 U [0.94 U]	1.2 U	12 UJ	1.1 U	1.1 U	NA
2-Nitrophenol	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
3,3-Dichlorobenzidine	--	mg/kg	0.35 U	0.39 UJ [0.37 UJ]	0.49 U	4.6 U	0.44 UJ	0.44 UJ	NA
3+4-Methylphenols	500	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
3-Nitroaniline	--	mg/kg	0.88 U	0.97 U [0.94 U]	1.2 U	12 UJ	1.1 U	1.1 U	NA
4,6-Dinitro-2-methylphenol	--	mg/kg	0.88 UJ	0.97 UJ [0.94 UJ]	1.2 U	12 UJ	1.1 UJ	1.1 UJ	NA
4-Bromophenyl-phenylether	--	mg/kg	0.35 UJ	0.39 UJ [0.37 UJ]	0.49 U	4.6 UJ	0.44 UJ	0.44 UJ	NA
4-Chloro-3-methylphenol	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
4-Chloroaniline	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
4-Chlorophenyl-phenylether	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 UJ	0.44 U	0.44 U	NA
4-Nitroaniline	--	mg/kg	0.88 U	0.97 U [0.94 U]	1.2 U	12 UJ	1.1 U	1.1 U	NA
4-Nitrophenol	--	mg/kg	0.88 U	0.97 U [0.94 U]	1.2 U	12 UJ	1.1 U	1.1 U	NA
Acenaphthene	500	mg/kg	0.35 U	0.39 U [0.37 U]	0.44 J	69 D	0.29	0.085	0.082 U
Acenaphthylene	500	mg/kg	0.16 J	0.23 J [0.24 J]	0.084 J	20 J	0.12 J	0.44 U	0.11 U
Acetophenone	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
Anthracene	500	mg/kg	0.55 J	0.11 J [0.077 J]	0.05 J	65 D	0.34 J	0.12 J	0.089 U
Atrazine	--	mg/kg	0.35 UJ	0.39 UJ [0.37 UJ]	0.49 U	4.6 UJ	0.44 UJ	0.44 UJ	NA
Azobenzene	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Benzaldehyde	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
Benzo(a)anthracene	5.6	mg/kg	2 JD	0.68 [0.57]	0.27 J	49 D	0.34 J	0.22 J	0.056 U
Benzo(a)pyrene	1	mg/kg	1.3 JD	0.92 J [0.95 J]	0.23 J	34 J	0.19 J	0.14 J	0.064 U
Benzo(b)fluoranthene	5.6	mg/kg	3.3 JD	0.84 J [0.8 J]	0.3 J	35 J	0.19 J	0.17 J	0.2 U

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**Table 1. Site Characterization Results, Summary of Soil Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Sample ID: Sample Depth (feet): Date Collected:	New York Part 375 Commercial Soil Cleanup Objectives	Units	MW-3 0 - 4 10/17/05	MW-3 4 - 8 10/18/05	SB-1 4 - 8 10/17/05	SB-1 8 - 10 10/17/05	SB-2 0 - 4 10/17/05	SB-2 4 - 10 10/17/05	TP-1 8.5 05/10/04
SVOCs (Cont'd.)									
Benzo(g,h,i)perylene	500	mg/kg	1.3	0.26 J [0.2 J]	0.49 U	11 J	0.35 J	0.16 J	0.16 U
Benzo(k)fluoranthene	56	mg/kg	2.8	0.39 J [0.26 J]	0.098 J	19 J	0.12 J	0.056 J	0.13 U
Benzoic acid	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Benzyl Alcohol	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
bis(2-Chloroethoxy)methane	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
bis(2-Chloroethyl)ether	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
bis(2-Ethylhexyl)phthalate	--	mg/kg	0.38	0.39 UJ [0.15 J]	0.49 U	4.6 U	0.44 UJ	0.44 UJ	NA
Butylbenzylphthalate	--	mg/kg	0.35 U	0.39 UJ [0.37 UJ]	0.49 U	4.6 U	0.44 U	0.44 UJ	NA
Caprolactam	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
Carbazole	--	mg/kg	0.16 J	0.39 UJ [0.37 UJ]	0.14 J	28 J	0.15 J	0.075 J	NA
Chrysene	56	mg/kg	1.1 JD	0.88 J [0.78 J]	0.43 J	42 JD	0.44 J	0.3 J	0.12 U
Dibenz(a,h)anthracene	0.56	mg/kg	0.71	0.18 J [0.16 J]	0.49 U	5.6 J	0.44 UJ	R	0.11 U
Dibenzofuran	--	mg/kg	0.053 J	0.39 U [0.37 U]	0.21 J	49 D	0.2 J	0.055 J	NA
Diethylphthalate	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 UJ	0.44 U	0.44 U	NA
Dimethylphthalate	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 UJ	0.44 U	0.44 U	NA
Di-n-butylphthalate	--	mg/kg	0.35 UJ	0.39 UJ [0.37 UJ]	0.49 U	4.6 UJ	0.44 UJ	0.44 UJ	NA
Di-n-octyl phthalate	--	mg/kg	0.35 U	R [R]	0.49 U	4.6 UJ	0.44 UJ	R	NA
Fluoranthene	500	mg/kg	2.5 JD	0.3 J [0.17 J]	0.32 J	77 D	0.65 J	0.32 J	0.052 U
Fluorene	500	mg/kg	0.04 J	0.39 U [0.37 U]	0.12 J	60 D	0.24 J	0.097 J	0.11 U
Hexachlorobenzene	--	mg/kg	0.35 UJ	0.39 UJ [0.37 UJ]	0.49 U	4.6 UJ	0.44 UJ	0.44 UJ	NA
Hexachlorobutadiene	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
Hexachlorocyclopentadiene	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 UJ	0.44 U	0.44 U	NA
Hexachloroethane	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
Indeno(1,2,3-cd)pyrene	5.6	mg/kg	1.4	R [0.18 J]	0.49 U	11 J	0.24 J	R	0.09 U
Isophorone	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
Naphthalene	500	mg/kg	0.13 J	0.39 U [0.37 U]	2.9 D	710 DJ	2.5	0.71	0.081 U
Nitrobenzene	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
N-Nitroso-di-n-propylamine	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.49 U	4.6 U	0.44 U	0.44 U	NA
N-Nitrosodiphenylamine	--	mg/kg	0.35 UJ	0.39 UJ [0.37 UJ]	0.49 U	4.6 UJ	0.44 UJ	0.44 UJ	NA
Pentachlorophenol	6.7	mg/kg	0.88 UJ	0.97 UJ [0.94 UJ]	1.2 U	12 UJ	1.1 UJ	1.1 UJ	NA
Phenanthrene	500	mg/kg	2.2 J	0.3 J [0.12 J]	0.18 J	250 D	1.4 J	0.7 J	0.084 U
Phenol	500	mg/kg	0.35 U	0.39 UJ [0.37 UJ]	0.49 U	4.6 U	0.44 UJ	0.44 UJ	NA
Pyrene	500	mg/kg	4 D	1.3 J [1.1 J]	0.6	160 D	0.85 J	0.52 J	0.067 U
Total PAHs	--	mg/kg	23.5 J	6.39 J [5.61 J]	6.15 J	1,750 J	8.75 J	3.72 J	ND
Total SVOCs	--	mg/kg	24.1 J	6.39 J [5.76 J]	6.62 J	1,850 J	9.22 J	3.85 J	ND
Misc									
Cyanide	27	mg/kg	5.4 J	0.585 U [0.566 U]	0.751 U	19	0.714 U	11	0.566 U
Gasoline Range Organics	--	mg/kg	NA	NA	NA	NA	NA	NA	NA

See Notes on Page 9.

Table 1. Site Characterization Results, Summary of Soil Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York

Sample ID: Sample Depth (feet): Date Collected:	New York Part 375 Commercial Soil Cleanup Objectives	Units	TP-3 7.5 05/11/04	TP-3 9.5 05/11/04	TP-4 8.7 05/11/04	TP-5 4.5 - 5.5 05/12/04	TP-5 6 - 6.8 05/12/04	TP-6 6.7 - 6.9 05/12/04
VOCs								
1,1,1,2-Tetrachloroethane	--	mg/kg	NA	NA	0.064 U	NA	NA	NA
1,1,1-Trichloroethane	500	mg/kg	NA	NA	0.061 U	NA	NA	NA
1,1,2,2-Tetrachloroethane	--	mg/kg	NA	NA	0.074 U	NA	NA	NA
1,1,2-Trichloroethane	--	mg/kg	NA	NA	0.077 U	NA	NA	NA
1,1,2-Trichlorotrifluoroethane	--	mg/kg	NA	NA	NA	NA	NA	NA
1,1-Dichloroethane	240	mg/kg	NA	NA	0.032 U	NA	NA	NA
1,1-Dichloroethene	500	mg/kg	NA	NA	0.048 U	NA	NA	NA
1,1-Dichloropropene	--	mg/kg	NA	NA	0.056 U	NA	NA	NA
1,2,3-Trichlorobenzene	--	mg/kg	NA	NA	0.036 U	NA	NA	NA
1,2,3-Trichloropropane	--	mg/kg	NA	NA	0.067 U	NA	NA	NA
1,2,4-Trichlorobenzene	--	mg/kg	NA	NA	0.043 U	NA	NA	NA
1,2,4-Trimethylbenzene	190	mg/kg	NA	NA	28	NA	NA	NA
1,2-Dibromo-3-Chloropropane	--	mg/kg	NA	NA	0.14 U	NA	NA	NA
1,2-Dibromoethane	--	mg/kg	NA	NA	0.094 U	NA	NA	NA
1,2-Dichlorobenzene	500	mg/kg	NA	NA	0.054 U	NA	NA	NA
1,2-Dichloroethane	30	mg/kg	NA	NA	0.048 U	NA	NA	NA
1,2-Dichloropropane	--	mg/kg	NA	NA	0.047 U	NA	NA	NA
1,3,5-Trimethylbenzene	190	mg/kg	NA	NA	10	NA	NA	NA
1,3-Dichlorobenzene	280	mg/kg	NA	NA	0.055 U	NA	NA	NA
1,3-Dichloropropane	--	mg/kg	NA	NA	0.058 U	NA	NA	NA
1,4-Dichlorobenzene	130	mg/kg	NA	NA	0.058 U	NA	NA	NA
2,2-Dichloropropane	--	mg/kg	NA	NA	0.046 U	NA	NA	NA
2-Butanone	500	mg/kg	NA	NA	0.42 U	NA	NA	NA
2-Chloroethyl vinyl ether	--	mg/kg	NA	NA	0.28 U	NA	NA	NA
2-Chlorotoluene	--	mg/kg	NA	NA	0.045 U	NA	NA	NA
2-Hexanone	--	mg/kg	NA	NA	0.098 U	NA	NA	NA
4-Chlorotoluene	--	mg/kg	NA	NA	0.11 U	NA	NA	NA
4-Methyl-2-Pentanone	--	mg/kg	NA	NA	0.2 U	NA	NA	NA
Acetone	500	mg/kg	NA	NA	0.49 UJ	NA	NA	NA
Acrolein	--	mg/kg	NA	NA	0.27 UJ	NA	NA	NA
Acrylonitrile	--	mg/kg	NA	NA	0.47 U	NA	NA	NA
Benzene	44	mg/kg	0.00026 U [0.00027 U]	0.00028 U	0.036 U	0.00025 U	0.00026 U	0.00027 U
Bromobenzene	--	mg/kg	NA	NA	0.035 U	NA	NA	NA
Bromochloromethane	--	mg/kg	NA	NA	0.079 U	NA	NA	NA
Bromodichloromethane	--	mg/kg	NA	NA	0.052 U	NA	NA	NA
Bromoform	--	mg/kg	NA	NA	0.038 U	NA	NA	NA
Bromomethane	--	mg/kg	NA	NA	0.12 U	NA	NA	NA
Carbon Disulfide	--	mg/kg	NA	NA	0.058 UJ	NA	NA	NA
Carbon Tetrachloride	22	mg/kg	NA	NA	0.07 U	NA	NA	NA

See Notes on Page 9.

**Table 1. Site Characterization Results, Summary of Soil Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Sample ID: Sample Depth (feet): Date Collected:	New York Part 375 Commercial Soil Cleanup Objectives	Units	TP-3 7.5 05/11/04	TP-3 9.5 05/11/04	TP-4 8.7 05/11/04	TP-5 4.5 - 5.5 05/12/04	TP-5 6 - 6.8 05/12/04	TP-6 6.7 - 6.9 05/12/04
VOCs (Cont'd.)								
Chlorobenzene	500	mg/kg	NA	NA	0.055 U	NA	NA	NA
Chloroethane	--	mg/kg	NA	NA	0.13 U	NA	NA	NA
Chloroform	350	mg/kg	NA	NA	0.086 U	NA	NA	NA
Chloromethane	--	mg/kg	NA	NA	0.1 U	NA	NA	NA
cis-1,2-Dichloroethene	500	mg/kg	NA	NA	0.11 U	NA	NA	NA
cis-1,3-Dichloropropene	--	mg/kg	NA	NA	0.023 U	NA	NA	NA
Cyclohexane	--	mg/kg	NA	NA	NA	NA	NA	NA
Dibromochloromethane	--	mg/kg	NA	NA	0.056 U	NA	NA	NA
Dibromomethane	--	mg/kg	NA	NA	0.09 U	NA	NA	NA
Dichlorodifluoromethane	--	mg/kg	NA	NA	0.05 U	NA	NA	NA
Ethylbenzene	390	mg/kg	0.00032 U [0.00033 U]	0.00034 U	1.5	0.00031 U	0.00032 U	0.00033 U
Hexachlorobutadiene	--	mg/kg	NA	NA	0.038 U	NA	NA	NA
Isopropylbenzene	--	mg/kg	NA	NA	1.2	NA	NA	NA
m/p-Xylenes	--	mg/kg	0.00067 U [0.00068 U]	0.0007 U	8.7	0.00063 U	0.00067 U	0.00068 U
Methyl Acetate	--	mg/kg	NA	NA	NA	NA	NA	NA
Methyl tert-butyl Ether	500	mg/kg	NA	NA	0.053 U	NA	NA	NA
Methylcyclohexane	--	mg/kg	NA	NA	NA	NA	NA	NA
Methylene Chloride	500	mg/kg	NA	NA	0.093 U	NA	NA	NA
Naphthalene	--	mg/kg	NA	NA	2	NA	NA	NA
n-Butylbenzene	500	mg/kg	NA	NA	4.6	NA	NA	NA
n-propylbenzene	500	mg/kg	NA	NA	2.7	NA	NA	NA
o-Xylene	--	mg/kg	0.00056 U [0.00057 U]	0.00059 U	0.47 J	0.00053 U	0.00056 U	0.00057 U
p-Isopropyltoluene	--	mg/kg	NA	NA	1.2	NA	NA	NA
sec-Butylbenzene	500	mg/kg	NA	NA	0.81	NA	NA	NA
Styrene	--	mg/kg	NA	NA	0.051 U	NA	NA	NA
Tert butyl alcohol	--	mg/kg	NA	NA	0.65 U	NA	NA	NA
tert-Butylbenzene	500	mg/kg	NA	NA	2.1	NA	NA	NA
Tetrachloroethene	150	mg/kg	NA	NA	0.049 U	NA	NA	NA
Toluene	500	mg/kg	0.00034 U [0.00034 U]	0.00035 U	0.058 U	0.00032 U	0.00034 U	0.00034 U
trans-1,2-Dichloroethene	500	mg/kg	NA	NA	0.076 U	NA	NA	NA
trans-1,3-Dichloropropene	--	mg/kg	NA	NA	0.063 U	NA	NA	NA
Trichloroethene	200	mg/kg	NA	NA	0.1 U	NA	NA	NA
Trichlorofluoromethane	--	mg/kg	NA	NA	0.086 U	NA	NA	NA
Vinyl Acetate	--	mg/kg	NA	NA	0.35 U	NA	NA	NA
Vinyl Chloride	13	mg/kg	NA	NA	0.04 U	NA	NA	NA
Xylene (Total)	500	mg/kg	ND [ND]	ND	9.17 J	ND	ND	ND
Total BTEX	--	mg/kg	ND [ND]	ND	1	ND	ND	ND
Total VOCs	--	mg/kg	ND [ND]	ND	63.3 J	ND	ND	ND

See Notes on Page 9.

**Table 1. Site Characterization Results, Summary of Soil Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Sample ID: Sample Depth (feet): Date Collected:	New York Part 375 Commercial Soil Cleanup Objectives	Units	TP-3 7.5 05/11/04	TP-3 9.5 05/11/04	TP-4 8.7 05/11/04	TP-5 4.5 - 5.5 05/12/04	TP-5 6 - 6.8 05/12/04	TP-6 6.7 - 6.9 05/12/04
SVOCs								
1,1-Biphenyl	--	mg/kg	NA	NA	NA	NA	NA	NA
1,2,4-Trichlorobenzene	--	mg/kg	NA	NA	0.011 U	NA	NA	NA
1,2-Dichlorobenzene	500	mg/kg	NA	NA	0.021 U	NA	NA	NA
1,3-Dichlorobenzene	280	mg/kg	NA	NA	0.014 U	NA	NA	NA
1,4-Dichlorobenzene	130	mg/kg	NA	NA	0.016 U	NA	NA	NA
2,2-oxybis(1-Chloropropane)	--	mg/kg	NA	NA	0.021 U	NA	NA	NA
2,4,5-Trichlorophenol	--	mg/kg	NA	NA	0.026 U	NA	NA	NA
2,4,6-Trichlorophenol	--	mg/kg	NA	NA	0.014 U	NA	NA	NA
2,4-Dichlorophenol	--	mg/kg	NA	NA	0.014 U	NA	NA	NA
2,4-Dimethylphenol	--	mg/kg	NA	NA	0.021 U	NA	NA	NA
2,4-Dinitrophenol	--	mg/kg	NA	NA	0.017 U	NA	NA	NA
2,4-Dinitrotoluene	--	mg/kg	NA	NA	0.0078 U	NA	NA	NA
2,6-Dinitrotoluene	--	mg/kg	NA	NA	0.017 U	NA	NA	NA
2-Chloronaphthalene	--	mg/kg	NA	NA	0.0081 U	NA	NA	NA
2-Chlorophenol	--	mg/kg	NA	NA	0.017 U	NA	NA	NA
2-Methylnaphthalene	--	mg/kg	0.072 J [0.46]	0.0077 U	2.1	0.81 J	1.9 J	0.14 J
2-Methylphenol	500	mg/kg	NA	NA	0.025 U	NA	NA	NA
2-Nitroaniline	--	mg/kg	NA	NA	0.014 U	NA	NA	NA
2-Nitrophenol	--	mg/kg	NA	NA	0.016 U	NA	NA	NA
3,3-Dichlorobenzidine	--	mg/kg	NA	NA	0.063 U	NA	NA	NA
3+4-Methylphenols	500	mg/kg	NA	NA	0.018 U	NA	NA	NA
3-Nitroaniline	--	mg/kg	NA	NA	0.063 U	NA	NA	NA
4,6-Dinitro-2-methylphenol	--	mg/kg	NA	NA	0.023 U	NA	NA	NA
4-Bromophenyl-phenylether	--	mg/kg	NA	NA	0.01 U	NA	NA	NA
4-Chloro-3-methylphenol	--	mg/kg	NA	NA	0.012 U	NA	NA	NA
4-Chloroaniline	--	mg/kg	NA	NA	0.14 U	NA	NA	NA
4-Chlorophenyl-phenylether	--	mg/kg	NA	NA	0.0097 U	NA	NA	NA
4-Nitroaniline	--	mg/kg	NA	NA	0.031 U	NA	NA	NA
4-Nitrophenol	--	mg/kg	NA	NA	0.038 U	NA	NA	NA
Acenaphthene	500	mg/kg	0.046 J [0.4 J]	0.068 J	0.0086 U	1.9 J	2.5	0.23 J
Acenaphthylene	500	mg/kg	0.013 U [0.26 J]	0.013 U	0.012 U	0.26 J	1.4 J	0.42 J
Acetophenone	--	mg/kg	NA	NA	NA	NA	NA	NA
Anthracene	500	mg/kg	0.052 J [1.3 J]	0.13 J	0.044 J	5.6 J	6.9	1.8
Atrazine	--	mg/kg	NA	NA	NA	NA	NA	NA
Azobenzene	--	mg/kg	NA	NA	0.011 U	NA	NA	NA
Benzaldehyde	--	mg/kg	NA	NA	NA	NA	NA	NA
Benzo(a)anthracene	5.6	mg/kg	0.083 J [1.7 J]	0.18 J	0.049 J	6.3 J	12	2.8
Benzo(a)pyrene	1	mg/kg	0.072 J [1.2 J]	0.14 J	0.045 J	5.4 J	12	2.2
Benzo(b)fluoranthene	5.6	mg/kg	0.053 J [1.1 J]	0.12 J	0.041 J	5.3 J	14	2.4

See Notes on Page 9.

**Table 1. Site Characterization Results, Summary of Soil Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Sample ID: Sample Depth (feet): Date Collected:	New York Part 375 Commercial Soil Cleanup Objectives	Units	TP-3 7.5 05/11/04	TP-3 9.5 05/11/04	TP-4 8.7 05/11/04	TP-5 4.5 - 5.5 05/12/04	TP-5 6 - 6.8 05/12/04	TP-6 6.7 - 6.9 05/12/04
SVOCs (Cont'd.)								
Benzo(g,h,i)perylene	500	mg/kg	0.019 U [0.51]	0.071 J	0.017 U	2.6	4.8	0.96
Benzo(k)fluoranthene	56	mg/kg	0.055 J [0.79]	0.085 J	0.04 J	2.3	6.2	1
Benzoic acid	--	mg/kg	NA	NA	0.014 U	NA	NA	NA
Benzyl Alcohol	--	mg/kg	NA	NA	0.0097 U	NA	NA	NA
bis(2-Chloroethoxy)methane	--	mg/kg	NA	NA	0.018 U	NA	NA	NA
bis(2-Chloroethyl)ether	--	mg/kg	NA	NA	0.019 U	NA	NA	NA
bis(2-Ethylhexyl)phthalate	--	mg/kg	NA	NA	0.13 J	NA	NA	NA
Butylbenzylphthalate	--	mg/kg	NA	NA	0.013 U	NA	NA	NA
Caprolactam	--	mg/kg	NA	NA	NA	NA	NA	NA
Carbazole	--	mg/kg	NA	NA	NA	NA	NA	NA
Chrysene	56	mg/kg	0.094 J [1.6 J]	0.16 J	0.062 J	6.3 J	11	2.3
Dibenz(a,h)anthracene	0.56	mg/kg	0.012 U [0.086 J]	0.013 U	0.011 U	0.32 J	1.5 J	0.15 J
Dibenzofuran	--	mg/kg	NA	NA	0.013 U	NA	NA	NA
Diethylphthalate	--	mg/kg	NA	NA	0.012 U	NA	NA	NA
Dimethylphthalate	--	mg/kg	NA	NA	0.0093 U	NA	NA	NA
Di-n-butylphthalate	--	mg/kg	NA	NA	0.4	NA	NA	NA
Di-n-octyl phthalate	--	mg/kg	NA	NA	0.0093 U	NA	NA	NA
Fluoranthene	500	mg/kg	0.18 J [4.3 DJ]	0.37 J	0.15 J	15 J	24 D	6.4 D
Fluorene	500	mg/kg	0.054 J [0.83]	0.08 J	0.045 J	2.6	6	0.63
Hexachlorobenzene	--	mg/kg	NA	NA	0.0073 U	NA	NA	NA
Hexachlorobutadiene	--	mg/kg	NA	NA	0.014 U	NA	NA	NA
Hexachlorocyclopentadiene	--	mg/kg	NA	NA	0.0098 U	NA	NA	NA
Hexachloroethane	--	mg/kg	NA	NA	0.019 U	NA	NA	NA
Indeno(1,2,3-cd)pyrene	5.6	mg/kg	0.01 U [0.52]	0.063 J	0.0094 U	2.4	4.4	0.99
Isophorone	--	mg/kg	NA	NA	0.014 U	NA	NA	NA
Naphthalene	500	mg/kg	0.4 J [1.2 J]	0.13 J	1.3	1.5 J	15 D	0.67
Nitrobenzene	--	mg/kg	NA	NA	0.02 U	NA	NA	NA
N-Nitroso-di-n-propylamine	--	mg/kg	NA	NA	0.017 U	NA	NA	NA
N-Nitrosodiphenylamine	--	mg/kg	NA	NA	0.0099 U	NA	NA	NA
Pentachlorophenol	6.7	mg/kg	NA	NA	0.012 U	NA	NA	NA
Phenanthrene	500	mg/kg	0.21 J [5.2 DJ]	0.45	0.21 J	18 D	25 D	3.9 D
Phenol	500	mg/kg	NA	NA	0.016 U	NA	NA	NA
Pyrene	500	mg/kg	0.16 J [3.2 J]	0.34 J	0.12 J	14 J	19 D	4.9 D
Total PAHs	--	mg/kg	1.53 J [24.7 J]	2.39 J	4.21 J	90.6 J	168 J	31.9 J
Total SVOCs	--	mg/kg	1.53 J [24.7 J]	2.39 J	4.74 J	90.6 J	168 J	31.9 J
Misc								
Cyanide	27	mg/kg	0.653 U [0.654 U]	0.687 U	0.597 U	0.619 U	0.651 U	0.661 U
Gasoline Range Organics	--	mg/kg	NA	NA	95 J	NA	NA	NA

See Notes on Page 9.

**Table 1. Site Characterization Results, Summary of Soil Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Notes:

1. All concentrations reported in milligrams per kilogram (mg/kg); equivalent to parts per million (ppm).
2. Sample depth is reported in feet below ground surface.
3. Detected concentrations are bolded.
4. Underlined values indicate the result exceeds New York State Part 375 Commercial Soil Cleanup Objectives, December 14, 2006.

ND = Not detected.

-- = No criteria listed for specified constituent.

[] = Duplicate Sample.

-- = Sample not analyzed for specified constituent.

Data Qualifiers:

D = Concentration is based on a diluted sample analysis.

J = Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero. The concentration given is an approximate value.

R = The sample results are rejected.

U = The compound was not detected at the indicated concentration.

**Table 2. Site Characterization Results, Summary of Groundwater Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Sample ID: Date Collected:	New York TOGS Class GA Standards	Units	MW-1 10/27/05	MW-1-CU 06/27/06	MW-1-STL 06/27/06	MW-2 10/27/05
VOCs						
1,1,1-Trichloroethane	5	ug/L	10 U	NA	NA	10 U [10 UJ]
1,1,2,2-Tetrachloroethane	5	ug/L	10 U	NA	NA	10 U [10 UJ]
1,1,2-Trichloroethane	1	ug/L	10 U	NA	NA	10 U [10 UJ]
1,1,2-Trichlorotrifluoroethane	--	ug/L	10 U	NA	NA	10 U [10 UJ]
1,1-Dichloroethane	5	ug/L	10 U	NA	NA	10 U [10 UJ]
1,1-Dichloroethene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
1,2,4-Trichlorobenzene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
1,2-Dibromo-3-Chloropropane	0.04	ug/L	10 U	NA	NA	10 U [10 UJ]
1,2-Dibromoethane	5	ug/L	10 U	NA	NA	10 U [10 UJ]
1,2-Dichlorobenzene	3	ug/L	10 U	NA	NA	10 U [10 UJ]
1,2-Dichloroethane	0.6	ug/L	10 U	NA	NA	10 U [10 UJ]
1,2-Dichloropropane	1	ug/L	10 U	NA	NA	10 U [10 UJ]
1,3-Dichlorobenzene	3	ug/L	10 U	NA	NA	10 U [10 UJ]
1,4-Dichlorobenzene	3	ug/L	10 U	NA	NA	10 U [10 UJ]
2-Butanone	50	ug/L	50 U	NA	NA	50 U [50 UJ]
2-Hexanone	50	ug/L	50 U	NA	NA	50 U [50 UJ]
4-Methyl-2-Pentanone	--	ug/L	50 U	NA	NA	50 U [50 UJ]
Acetone	50	ug/L	50 UJ	NA	NA	50 UJ [50 UJ]
Benzene	1	ug/L	10 U	NA	NA	4 J [4 J]
Bromodichloromethane	50	ug/L	10 U	NA	NA	10 U [10 UJ]
Bromoform	50	ug/L	10 U	NA	NA	10 U [10 UJ]
Bromomethane	5	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Carbon Disulfide	60	ug/L	10 U	NA	NA	10 U [10 UJ]
Carbon Tetrachloride	5	ug/L	10 U	NA	NA	10 U [10 UJ]
Chlorobenzene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
Chloroethane	5	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Chloroform	7	ug/L	10 U	NA	NA	10 U [10 UJ]
Chloromethane	5	ug/L	10 U	NA	NA	10 U [10 UJ]
cis-1,2-Dichloroethene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
cis-1,3-Dichloropropene	0.4	ug/L	10 U	NA	NA	10 U [10 UJ]
Cyclohexane	--	ug/L	10 U	NA	NA	10 U [10 UJ]
Dibromochloromethane	50	ug/L	10 U	NA	NA	10 U [10 UJ]
Dichlorodifluoromethane	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Ethylbenzene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
Isopropylbenzene	--	ug/L	10 U	NA	NA	10 U [10 UJ]
m/p-Xylenes	--	ug/L	10 U	NA	NA	0.5 U [10 UJ]
Methyl Acetate	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Methyl tert-butyl Ether	10	ug/L	10 U	NA	NA	10 U [10 UJ]
Methylcyclohexane	--	ug/L	10 U	NA	NA	10 U [10 UJ]
Methylene Chloride	5	ug/L	10 U	NA	NA	10 U [10 UJ]
o-Xylene	--	ug/L	10 U	NA	NA	10 U [10 UJ]
Styrene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
Tetrachloroethene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
Toluene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
trans-1,2-Dichloroethene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
trans-1,3-Dichloropropene	0.4	ug/L	10 U	NA	NA	10 U [10 UJ]
Trichloroethene	5	ug/L	10 U	NA	NA	10 U [10 UJ]
Trichlorofluoromethane	--	ug/L	10 U	NA	NA	10 U [10 UJ]
Vinyl Chloride	2	ug/L	10 U	NA	NA	10 U [10 UJ]
Xylene (Total)	5	ug/L	20 U	NA	NA	20 U [20 UJ]
Total BTEX	--	ug/L	ND	NA	NA	4 J [4 J]
Total VOCs	--	ug/L	ND	NA	NA	4 J [4 J]

See Notes on Page 3.

**Table 2. Site Characterization Results, Summary of Groundwater Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Sample ID: Date Collected:	New York TOGS Class GA Standards	Units	MW-1 10/27/05	MW-1-CU 06/27/06	MW-1-STL 06/27/06	MW-2 10/27/05
SVOCs						
1,1-Biphenyl	--	ug/L	10 U	NA	NA	10 U [10 U]
2,2-oxybis(1-Chloropropane)	5	ug/L	10 U	NA	NA	10 U [10 U]
2,4,5-Trichlorophenol	1	ug/L	10 U	NA	NA	10 U [10 U]
2,4,6-Trichlorophenol	1	ug/L	10 U	NA	NA	10 U [10 U]
2,4-Dichlorophenol	1	ug/L	10 U	NA	NA	10 U [10 U]
2,4-Dimethylphenol	1	ug/L	10 U	NA	NA	10 U [10 U]
2,4-Dinitrophenol	1	ug/L	20 UJ	NA	NA	21 UJ [20 UJ]
2,4-Dinitrotoluene	5	ug/L	10 U	NA	NA	10 U [10 U]
2,6-Dinitrotoluene	5	ug/L	10 U	NA	NA	10 U [10 U]
2-Chloronaphthalene	10	ug/L	10 U	NA	NA	10 U [1.8 U]
2-Chlorophenol	1	ug/L	10 U	NA	NA	10 U [10 U]
2-Methylnaphthalene	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
2-Methylphenol	1	ug/L	10 U	NA	NA	10 U [10 U]
2-Nitroaniline	5	ug/L	10 U	NA	NA	10 U [10 U]
2-Nitrophenol	1	ug/L	10 U	NA	NA	10 U [10 U]
3,3-Dichlorobenzidine	5	ug/L	20 UJ	NA	NA	21 UJ [20 UJ]
3+4-Methylphenols	1	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
3-Nitroaniline	5	ug/L	10 U	NA	NA	10 U [10 U]
4,6-Dinitro-2-methylphenol	1	ug/L	20 UJ	NA	NA	21 UJ [20 UJ]
4-Bromophenyl-phenylether	--	ug/L	10 U	NA	NA	10 U [10 U]
4-Chloro-3-methylphenol	1	ug/L	10 U	NA	NA	10 U [10 U]
4-Chloroaniline	5	ug/L	10 U	NA	NA	10 U [10 U]
4-Chlorophenyl-phenylether	--	ug/L	10 U	NA	NA	10 U [10 U]
4-Nitroaniline	5	ug/L	10 U	NA	NA	10 U [10 U]
4-Nitrophenol	1	ug/L	20 U	NA	NA	21 U [20 U]
Acenaphthene	20	ug/L	10 U	NA	NA	10 U [10 U]
Acenaphthylene	--	ug/L	10 U	NA	NA	10 U [10 U]
Acetophenone	--	ug/L	10 U	NA	NA	10 U [10 U]
Anthracene	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Atrazine	--	ug/L	10 U	NA	NA	10 U [10 U]
Benzaldehyde	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Benzo(a)anthracene	0.002	ug/L	10 U	NA	NA	10 U [10 U]
Benzo(a)pyrene	0.00000001	ug/L	10 UJ	NA	NA	10 U [10 UJ]
Benzo(b)fluoranthene	0.002	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Benzo(g,h,i)perylene	--	ug/L	10 U	NA	NA	10 U [10 U]
Benzo(k)fluoranthene	0.002	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
bis(2-Chloroethoxy)methane	5	ug/L	10 U	NA	NA	10 U [1.3 U]
bis(2-Chloroethyl)ether	1	ug/L	10 U	NA	NA	10 U [10 U]
bis(2-Ethylhexyl)phthalate	5	ug/L	10 U	NA	NA	1.9 J [10 U]
Butylbenzylphthalate	50	ug/L	10 U	NA	NA	10 U [10 U]
Caprolactam	--	ug/L	10 U	NA	NA	10 U [10 U]
Carbazole	--	ug/L	10 U	NA	NA	0.85 [10 U]
Chrysene	0.002	ug/L	10 U	NA	NA	10 U [10 U]
Dibenz(a,h)anthracene	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Dibenzofuran	--	ug/L	10 U	NA	NA	10 U [10 U]
Diethylphthalate	50	ug/L	10 U	NA	NA	10 U [10 U]
Dimethylphthalate	50	ug/L	10 U	NA	NA	10 U [10 U]
Di-n-butylphthalate	50	ug/L	10 UJ	NA	NA	1.6 J [10 UJ]
Di-n-octyl phthalate	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Fluoranthene	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Fluorene	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Hexachlorobenzene	0.04	ug/L	10 U	NA	NA	10 U [10 U]
Hexachlorobutadiene	0.5	ug/L	10 U	NA	NA	10 U [10 U]
Hexachlorocyclopentadiene	5	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]

See Notes on Page 3.

**Table 2. Site Characterization Results, Summary of Groundwater Analytical Results
National Grid, Watertown (Anthony Street) Former MGP Site, Watertown, New York**

Sample ID: Date Collected:	New York TOGS Class GA Standards	Units	MW-1 10/27/05	MW-1-CU 06/27/06	MW-1-STL 06/27/06	MW-2 10/27/05
SVOCs (Cont'd.)						
Hexachloroethane	5	ug/L	10 U	NA	NA	10 U [10 U]
Indeno(1,2,3-cd)pyrene	0.002	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Isophorone	50	ug/L	10 U	NA	NA	10 U [10 U]
Naphthalene	10	ug/L	10 U	NA	NA	10 U [10 U]
Nitrobenzene	0.4	ug/L	10 U	NA	NA	10 U [10 U]
N-Nitroso-di-n-propylamine	--	ug/L	10 U	NA	NA	10 U [10 U]
N-Nitrosodiphenylamine	50	ug/L	10 UJ	NA	NA	10 UJ [10 U]
Pentachlorophenol	1	ug/L	20 UJ	NA	NA	21 UJ [20 UJ]
Phenanthrene	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]
Phenol	1	ug/L	10 U	NA	NA	10 U [10 U]
Pyrene	50	ug/L	10 U	NA	NA	10 U [10 U]
Total PAHs	--	ug/L	ND	NA	NA	ND [ND]
Total SVOCs	--	ug/L	ND	NA	NA	4.35 J [ND]
Misc						
Cyanide	0.2	mg/L	0.744	0.406 [0.421]	0.35 [0.37]	0.098 [0.091]
Free Cyanide	0.2	mg/L	NA	0.0046 [0.0052]	NA	NA

Notes:

All concentrations reported in milligrams per liter (ug/L); equivalent to parts per million (ppb), unless otherwise specified.

Detected concentrations are bolded.

Shaded values indicate the result exceeds New York State Technical and Operational Guidance Series (1.1.1).

-- = No standard is available for this constituent.

NA = Not analyzed.

ND = Not detected.

[] = Duplicate Sample.

Data Qualifiers:

J = Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero. The concentration given is an approximate value.

U = The compound was not detected at the indicated concentration.

FIGURE

ARCADIS BBL

APPENDIX

Appendix A

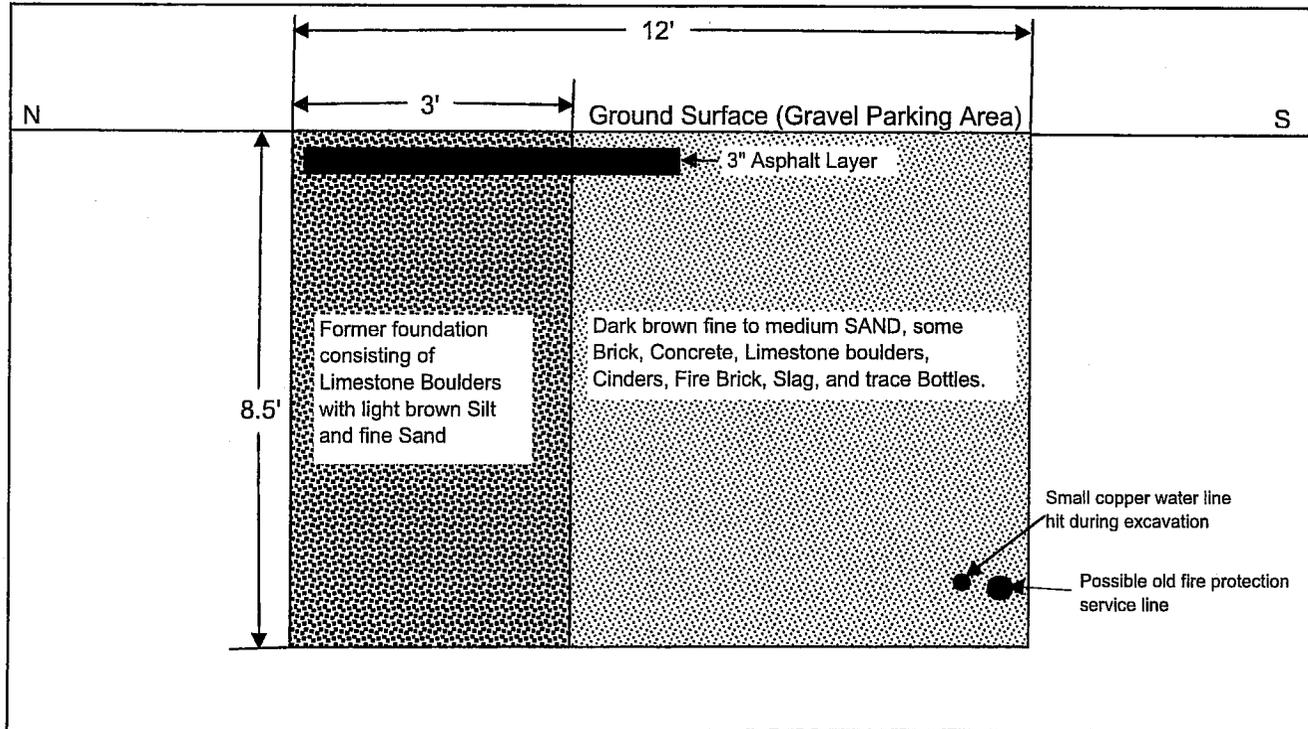
Subsurface Logs

Test Pit Logs
 Niagara Mohawk, A National Grid Company
 Watertown (Anthony Street) Former MGP Site

Test Pit #: TP-1

Date: 5/10/2004

Geologist: David Cornell



PID Readings	
Depth (ft. bgs)	Reading (ppm)
0-8.5	Non-detect

Comments

Groundwater not encountered during the excavation.

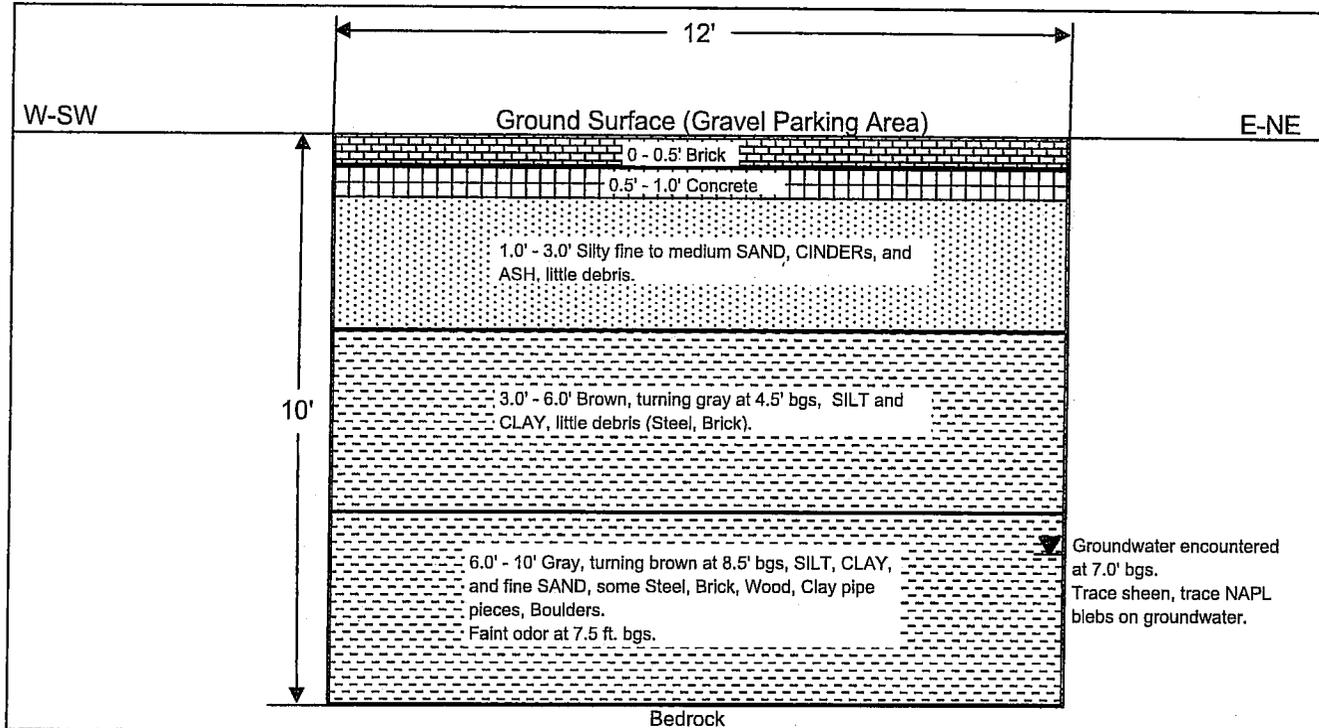
Soil sample TP-1 (8.5') collected at floor of excavation at 8.5 ft. bgs for BTEX, PAH, and total cyanide.

Test Pit Logs
 Niagara Mohawk, A National Grid Company
 Watertown (Anthony Street) Former MGP Site

Test Pit #: TP-3

Date: 5/11/2004

Geologist: David Cornell



PID Readings	
Depth (ft. bgs)	Reading (ppm)
0-2.0	Non-detect
2.0-4.0	Non-detect
4.0-6.0	Non-detect
7.5	3.3
8.0-10	Non-detect

Comments

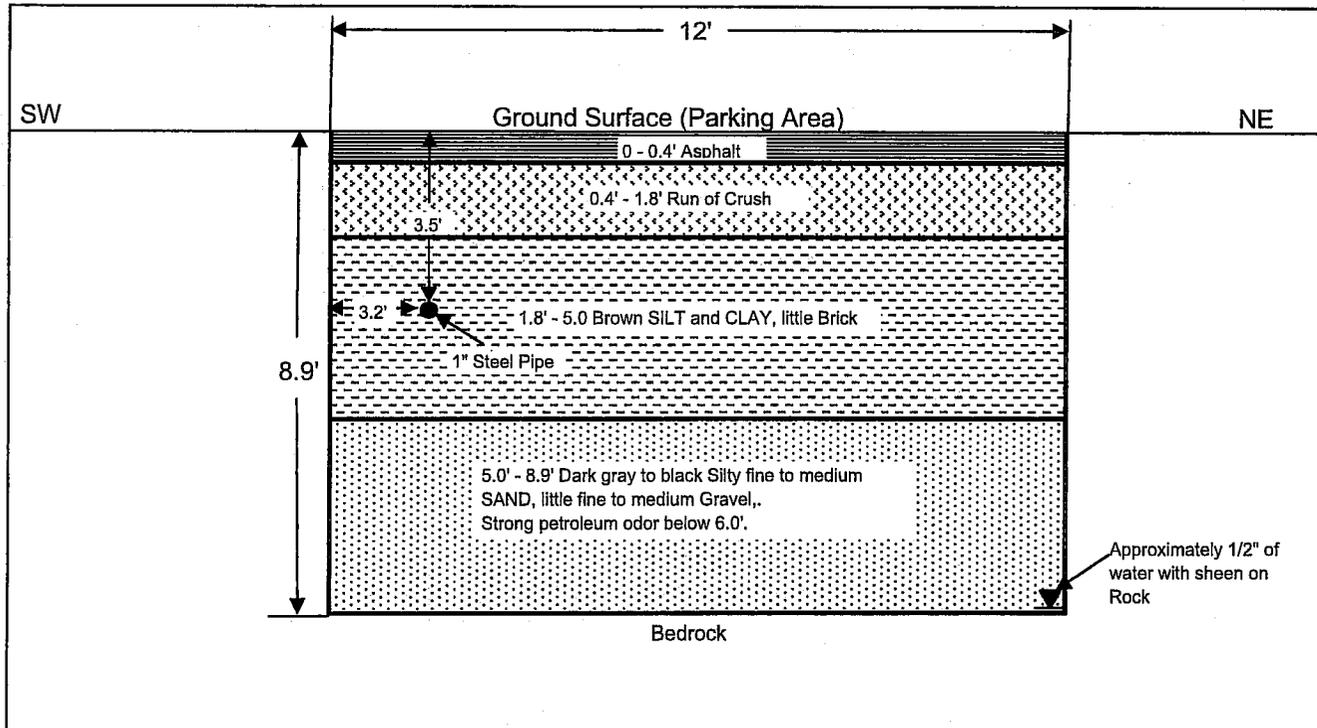
Soil samples collected at 7.5 ft. bgs and 9.5 ft. bgs for BTEX, PAH, and total cyanide. Duplicate sample (DUP-1-5-11-04) collected at 7.5 ft. bgs.

Test Pit Logs
 Niagara Mohawk, A National Grid Company
 Watertown (Anthony Street) Former MGP Site

Test Pit #: TP-4

Date: 5/11/2004

Geologist: David Cornell



PID Readings	
Depth (ft. bgs)	Reading (ppm)
0-5.0	Non-detect
6.0	287
7.0	2,096
8.0	2,495
8.7	2,891
8.9	2,578

Comments

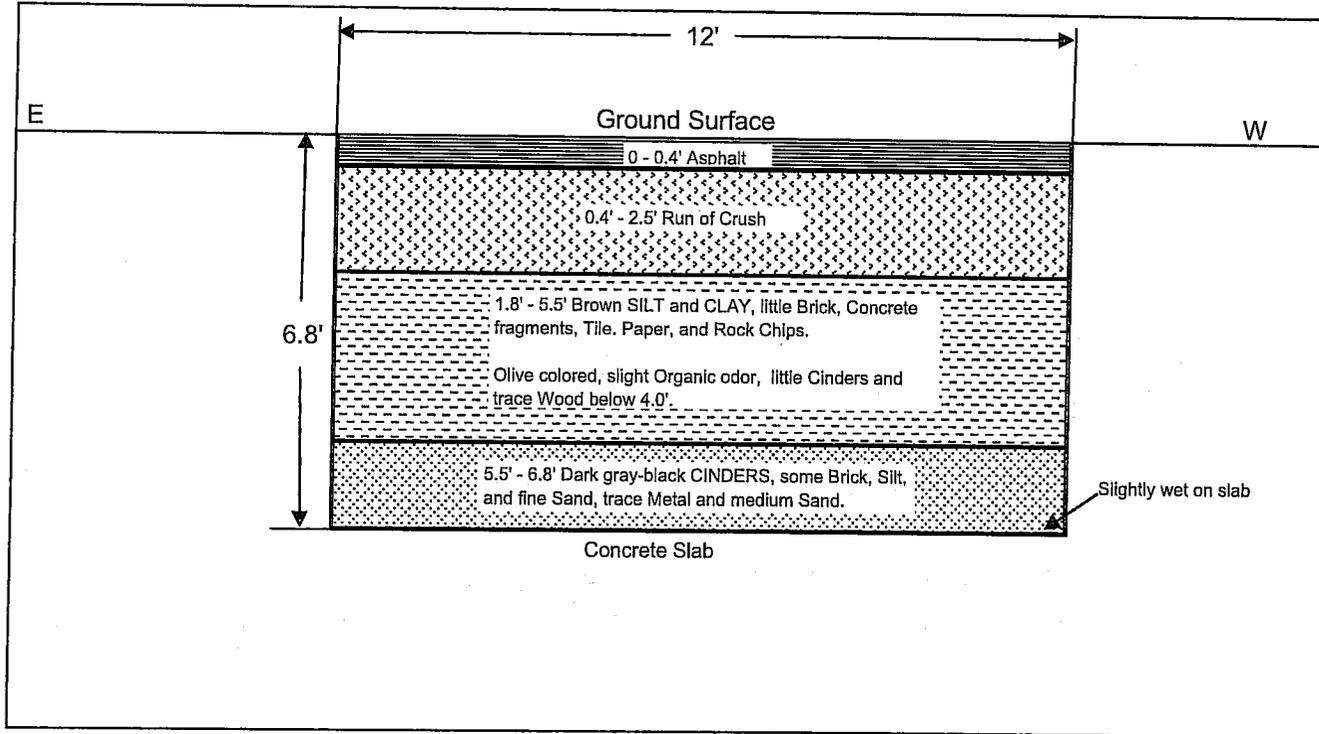
Soil sample collected at 8.7 ft. bgs for VOCs, SVOCs, total cyanide, and GRO.

Test Pit Logs
 Niagara Mohawk, A National Grid Company
 Watertown (Anthony Street) Former MGP Site

Test Pit #: TP-5

Date: 5/12/2004

Geologist: David Cornell



PID Readings	
Depth (ft. bgs)	Reading (ppm)
0-2.0	Non-detect
2.0-4.0	Non-detect
4.0-6.0	Non-detect
6.0-6.8	6.4

Comments

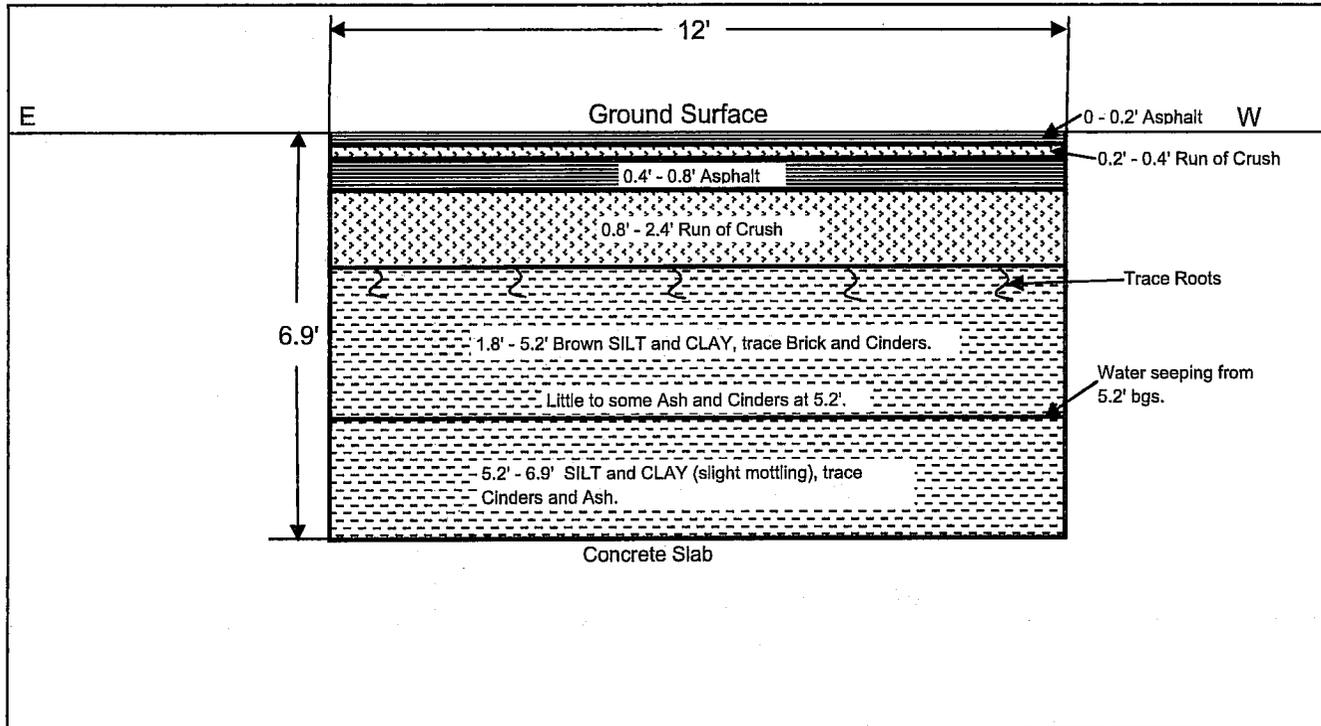
Soil samples collected from 4.5 - 5.5 ft. bgs and from 6.0 - 6.8 ft. bgs for BTEX, PAH, and total cyanide.

Test Pit Logs
 Niagara Mohawk, A National Grid Company
 Watertown (Anthony Street) Former MGP Site

Test Pit #: TP-6

Date: 5/12/2004

Geologist: David Cornell



PID Readings	
Depth (ft. bgs)	Reading (ppm)
0-6.9	Non-detect

Comments

Soil samples collected from 4.5 - 5.5 ft. bgs and from 6.0 - 6.8 ft. bgs for BTEX, PAH, and total cyanide.

Date Start/Finish: 10/18/05
Drilling Company: BBLES
Driller's Name: James Boland / Andrew Amell
Drilling Method: Direct Push
Bit Size: NA
Auger Size: NA
Rig Type: Jackhammer
Sampling Method: 2" diameter Macrocore
 with 4' long acetate liners

Northing: 1449458.16
Easting: 997292.25
Casing Elevation: NA

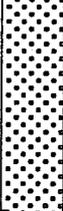
Borehole Depth: 10.0' bgs
Surface Elevation: 441.88

Geologist: Jennifer Sandorf

Well/Boring ID: SB-1

Client: National Grid

Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DEPTH	ELEVATION	Sample Run Number	Sample Int/Type	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Stratigraphic Description	Well/Boring Construction
0								
							CONCRETE floor.	
440		1	0-4	1.1	1.1		Dark brown fine to coarse Sand-, some fine to coarse Gravel-sized CINDERS, loose, wet.	 Borehole backfilled with hydrated bentonite chips (0.0 - 10.0' below floor surface).
5		2	4-8	1.7	0.7		As above, little fine to medium Sand, loose, wet.	
435							As above, trace black Coal fragments.	
10		3	8-12	0.9	19.2		Dark gray SILT, little fine to medium Sand, wet, wet, trace (<10% pore space) black, viscous, tar-like material, moderate MGP-type odor, iridescent sheen on water.	
430							Refusal at 10.0' below floor surface.	
15								



Remarks: bgs = below ground surface.
 NA = Not Available/Not Applicable
 Soil borings drilled with jackhammer to advance acetate liners inside building.

Date Start/Finish: 10/18/05
Drilling Company: BBLES
Driller's Name: James Boland / Andrew Amell
Drilling Method: Direct Push
Bit Size: NA
Auger Size: NA
Rig Type: Jackhammer
Sampling Method: 2" diameter Macrocore with 4' long acetate liners

Northing: 1449465.55
Easting: 997302.59
Casing Elevation: NA

Borehole Depth: 10.0' bgs
Surface Elevation: 441.88

Geologist: Jennifer Sandorf

Well/Boring ID: SB-2

Client: National Grid

Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DEPTH	ELEVATION	Sample Run Number	Sample/Int/Type	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Stratigraphic Description	Well/Boring Construction
0								
440		1	0-4	1.2	0.0		CONCRETE floor. Brown fine to coarse SAND, trace fine to coarse Gravel, moderately loose, wet. Dark gray SILT, little fine to coarse Sand, slightly plastic, moderately soft, wet.	Borehole backfilled with hydrated bentonite chips (0.0 - 10.0' below floor surface).
5		2	4-8	2.2	4.3		Dark gray SILT, little fine to coarse Sand and fine to coarse Gravel, slightly plastic, moderately soft, wet.	
435							Dark gray to black fine to coarse Sand- and fine to medium Gravel-sized CINDERS, little Rock fragments, loose, wet, slight rainbow sheen on water.	
10		3	8-12	0.6	2.1		Refusal at 10.0' below floor surface.	
430								
15								



Remarks: bgs = below ground surface.
 NA = Not Available/Not Applicable
 Soil borings drilled with jackhammer to advance acetate liners inside building.

Date Start/Finish: 10/17/05
Drilling Company: BBLES
Driller's Name: James Boland / Andrew Amell
Drilling Method: Geoprobe / HSA
Bit Size: NA
Auger Size: 4 1/4" ID
Rig Type: AMS PowerProbe 9600
Sampling Method: 2" diameter Macrocore with 4' long acetate liners

Northing: 1449530.32
Easting: 997300.33
Casing Elevation: 444.35

Borehole Depth: 8.5' bgs
Surface Elevation: 444.63

Geologist: Jennifer Sandorf

Well/Boring ID: MW-2

Client: National Grid

Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DEPTH	ELEVATION	Sample Run Number	Sample/Int/Type	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Stratigraphic Description	Well/Boring Construction
445	0							Flushmount cover with concrete surface pad.
		1	0-4	2.3	0.1		GRAVEL subbase. Dark red BRICK fragments. Gray fine to coarse SAND, little fine to coarse angular Rock fragments, loose, dry. Yellow-brown SILT, trace red Brick fragments, slightly plastic, dry. Dark gray ROCK fragments (Cinders?), little fine to coarse Sand, dense, moist. Brown fine to medium SAND, trace medium to coarse angular to subangular Rock fragments, moderately loose to medium dense, moist.	Sand drain (0.5 - 1.0' bgs). Hydrated bentonite chip seal (1.0 - 2.0' bgs). 2" ID Sch. 40 PVC riser (0.3 - 3.0' bgs).
440	5	2	4-8	1.7	0.3		Brown SILT, little fine to coarse Sand, trace fine to medium Gravel, plastic, soft, wet. Dark gray-brown SILT, some Clay, trace wood fragments, plastic, moderately soft, wet.	2" ID Sch. 40 PVC 0.010" slotted screen (3.0 - 8.0' bgs). #20 #0 sand pack (2.0 - 8.5' bgs).
435	10	3	8-12	0.6	0.3		As above, soft, faint petroleum-type odor. Refusal at 8.5' bgs.	PVC end cap (8.0 - 8.5' bgs).
430	15							

BBL®
 BLASLAND, BOUCK & LEE, INC.
 engineers, scientists, economists

Remarks: bgs = below ground surface.
 NA = Not Available/Not Applicable
 Monitoring wells drilled with Geoprobe for soil sampling, then Hollow Stem Augers to set well materials.

Date Start/Finish: 10/18/05
Drilling Company: BBLES
Driller's Name: James Boland / Andrew Amell
Drilling Method: Geoprobe / HSA
Bit Size: NA
Auger Size: 4 1/4" ID
Rig Type: AMS PowerProbe 9600
Sampling Method: 2" diameter Macrocore with 4' long acetate liners

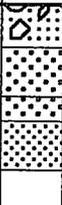
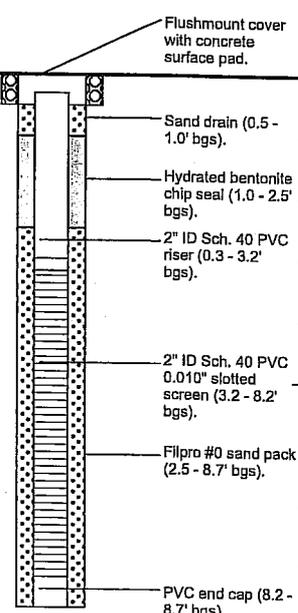
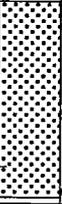
Northing: 1449469.01
Easting: 997467.51
Casing Elevation: 445.65

Borehole Depth: 8.7' bgs
Surface Elevation: 445.87

Geologist: Jennifer Sandorf

Well/Boring ID: MW-3
Client: National Grid

Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DEPTH	ELEVATION	Sample Run Number	Sample/Int/Type	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Stratigraphic Description	Well/Boring Construction
0								
445		1	0-4	2.7	0.0		Gray GRAVEL subbase, loose, dry. Brown fine to coarse SAND, little to some fine to coarse Gravel, moderately loose, dry. Dark gray to black fine to coarse SAND, some fine to medium Gravel, moderately loose, dry. Light brown fine to medium SAND, little fine to coarse subrounded Gravel, moderately loose, dry to moist.	 <p> Flushmount cover with concrete surface pad. Sand drain (0.5 - 1.0' bgs). Hydrated bentonite chip seal (1.0 - 2.5' bgs). 2" ID Sch. 40 PVC riser (0.3 - 3.2' bgs). 2" ID Sch. 40 PVC 0.010" slotted screen (3.2 - 8.2' bgs). Filpro #0 sand pack (2.5 - 8.7' bgs). PVC end cap (8.2 - 8.7' bgs). </p>
5		2	4-8	2.3	0.0		Red BRICK fragments. Light brown SILT, little to some fine to medium Sand, trace medium to coarse Gravel, very slightly plastic, moderately soft, moist. Brown to light brown fine to medium SAND, trace Wood fragments, moderately loose, moist.	
10		3	8-12	0.6	0.0		Dark gray fine to coarse SAND, little Silt, little Rock fragments, moderately loose, moist to wet. Refusal at 8.7' bgs.	
15								
430								



Remarks: bgs = below ground surface.
 NA = Not Available/Not Applicable
 Monitoring wells drilled with Geoprobe for soil sampling, then Hollow Stem Augers to set well materials.

July 25, 2007

Mr. William T. Ports, P.E.
Project Manager
Remedial Bureau C, 11th Floor
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7014

Re: Watertown – Anthony Street
Non-Owned Former MGP Site
Site #: V00473-6
Results of Sub-Slab Vapor and Ambient Air Sampling

Dear Mr. Ports:

This letter presents laboratory analytical results for vapor intrusion evaluation (VI) investigation activities performed in connection with the Watertown (Anthony Street) Non-Owned former manufactured gas plant (MGP). The VI sampling was performed in accordance with the following:

- The vapor intrusion evaluation work plan, which was presented in a letter from National Grid to New York State Department of Environmental Conservation (NYSDEC) dated February 9, 2007 (the "SVI Work Plan").
- A March 27, 2007 letter from National Grid to the NYSDEC, which responded to the NYSDEC's March 21, 2007 comment letter on the SVI work plan.

In accordance with the SVI Work Plan, VI evaluation activities included the collection of the following samples:

- Three sub-slab vapor samples, one in the boiler room of the Empsall Plaza building, one from the slab-on-grade portion of the Empsall Plaza building near former MGP structures, and one in the boiler room of the former mattress store (locations SS-1 through SS-3, respectively, as shown on Figure 1).
- One ambient air sample upwind of both buildings (location AA-1, as shown on Figure 1).

The SVI Work Plan also included a contingency plan to collect a grab groundwater sample if the water table was encountered directly beneath the boiler room slab for the Empsall Plaza building during sub-slab vapor probe installation. However, the water table was not encountered during sub-slab vapor probe installation, so no groundwater sample was collected.

Sub-slab and ambient air sample collection was performed by ARCADIS of New York, Inc. (ARCADIS BBL), in accordance with NYSDEC-approved sampling procedures contained as appendices in National Grid's draft "Standard Operating Procedures for Soil Vapor Intrusion Evaluation at National Grid MGP Sites in New York State", dated September 2006 (the "Draft National Grid SOP"). Each sample was collected using a 6-liter SUMMA[®] canister with an attached pre-set flow regulator. The laboratory provided batch-certified clean canisters with an initial vacuum of approximately 30 inches of Mercury and flow regulators pre-set to provide uniform sample collection over an approximate 4-hour sampling period (e.g., flow rate of approximately 25 milliliters per minute [mL/min]). Photographs taken by ARCADIS BBL during the sampling activities are included as Attachment A. Copies of the field sampling logs are presented as Attachment B.

Samples were analyzed for volatile organic compounds (VOCs) by Severn Trent Laboratories, Inc. (STL) located in Knoxville, Tennessee. Sub-slab and ambient air samples were submitted for "United States Environmental Protection Agency (USEPA) Compendium Method TO-15" analysis. The laboratory analytical data report is provided on the attached compact disc. ARCADIS BBL validated the results in accordance with the USEPA National Functional Guidelines dated October 1999. The data validation report is included as Attachment C. Validated sub-slab and ambient air laboratory analytical results for detected VOCs are presented in Table 1.

Several VOCs were detected in the sub-slab vapor and ambient air samples at low levels. It is not possible to attribute the constituents detected in sub-slab vapor and outdoor air to a particular source. The chemical signature of VOCs detected in these samples could possibly be attributed to MGP waste; however, the signature more closely resembles gasoline. While MGP-related residuals do contain some of the same VOCs as gasoline, most notably benzene, toluene, ethylbenzene, and xylenes (BTEX), the presence of numerous alkanes (e.g. n-butane, n-decane, etc.) suggest a gasoline source.

New York State does not currently have standards, criteria, or guidance values (SCGs) for concentrations of compounds in subsurface vapors (either soil vapor or sub-slab vapor). NYSDOH guidance recommends comparing indoor air concentrations to typical background ("90th percentile") values observed by the USEPA in a study of commercial buildings, as referenced in Section 3.2.4 of the NYSDOH document titled "Guidance for Evaluating Soil Vapor Intrusion in the State of New York" (NYSDOH, October 2006). The concentrations measured in sub-slab vapor samples SS-1, SS-2, and SS-3 are all less than or comparable to the indoor air background concentrations provided in the NYSDOH Soil Vapor Intrusion Guidance.

Conclusions

Based on the investigation results, the sub-slab vapor is not being impacted by MGP-related constituents that would cause the indoor air levels to exceed typical indoor air background levels, and therefore no further evaluation or actions are needed at this property.

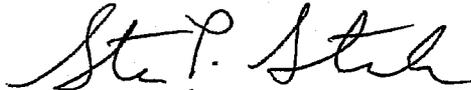
Mr. William T. Ports, P.E.

July 25, 2007

Page 3 of 3

If you have any questions or require additional information, please feel free to contact me at (315) 428-5652.

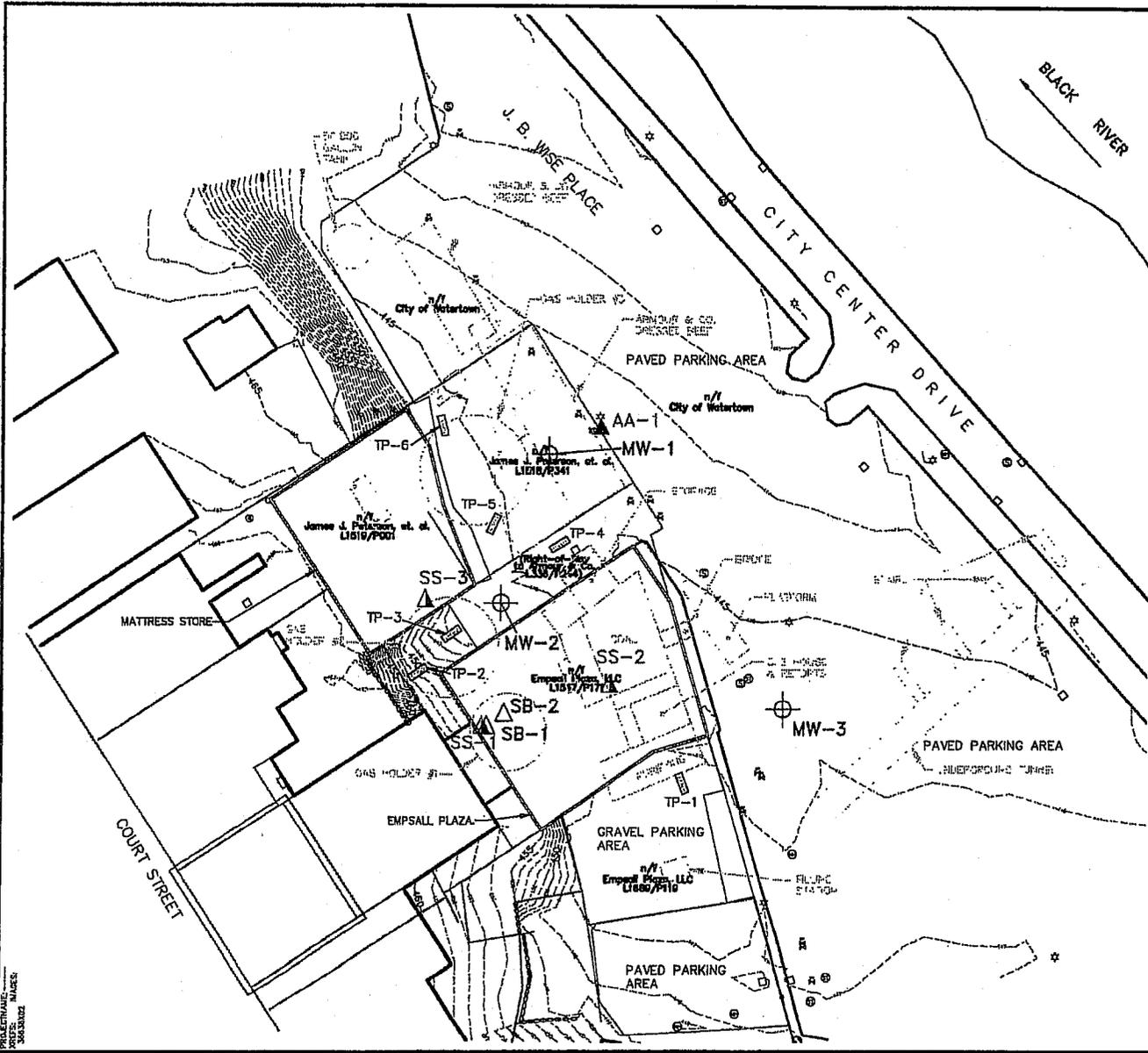
Sincerely,



Steven P. Stucker
Environmental Department

cc: George Heitzman, P.E. New York State Department of Environmental Conservation
Peter Ouderkirk, New York State Department of Environmental Conservation
Richard Fedigan, New York State Department of Health
Beth Guidetti, New York State Department of Health
William Holzhauer, Esq., National Grid
Terry Young, P.E., National Grid
Scott Powlin, ARCADIS BBL
Mark Distler, O'Brien & Gere

SITE: 05-011R, RED GAS LAYER: 01-1, DTG: 08/07
 FILE: 05-011R-01-1-08070800-000000.DWG SAVEN 7/19/2007 10:19 AM LAYOUT: layout11 PAGE: 01/01
 PLOT: 05-011R-01-1-08070800-000000.DWG PRINTED: 8/15/2007 10:19 AM BY: STONWELL
 3063302



LEGEND:

- AMBIENT AIR SAMPLING LOCATION
- SUB-SLAB VAPOR SAMPLING LOCATION
- SOIL BORING (COMPLETED OCTOBER 2005)
- OVERBURDEN MONITORING WELL (COMPLETED OCTOBER 2005)
- TEST PIT LOCATION (COMPLETED MAY 2004)
- CATCH BASIN
- MANHOLE (MAY BE SANITARY OR STORM)
- MANHOLE (STORM)
- MANHOLE (SANITARY)
- WATER VALVE
- LIGHT POLE
- FOUND IRON PIPE
- FIRE HYDRANT
- PROPERTY LINE
- STRUCTURES FROM 1902 AND 1949 SANBORN MAPS

- NOTES:**
1. ALL HISTORICAL FEATURES ARE FROM SANBORN MAPS PROVIDED BY THE SANBORN LIBRARY, LLC PRODUCED BY ENVIRONMENTAL DATA RESOURCES, INC. (EDR).
 2. BASE MAP IS FROM A SURVEY DONE BY WCT SURVEYORS, P.C. CANTON, NEW YORK ON APRIL 5, 2004, FILE # 103-216.
 3. ELEVATIONS SHOWN ARE BASED ON NAVD 88 DATUM AS DETERMINED FROM STATIC GPS OBSERVATIONS AS PROCESSED BY THE NATIONAL GEODETIC SURVEY OPUS PROGRAM.
 4. LOCATIONS OF ALL HISTORICAL FEATURES ARE APPROXIMATE.



NATIONAL GRID
 WATERTOWN (ANTHONY STREET) FORMER MGP SITE
 VAPOR INTRUSION EVALUATION REPORT

SUB-SLAB VAPOR AND AMBIENT
 AIR SAMPLING LOCATIONS

FIGURE
 1

TABLE 1
SUB-SLAB VAPOR & AMBIENT AIR VOC ANALYTICAL RESULTS (ug/m³)

DRAFT

VAPOR INTRUSION EVALUATION
NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK

Sample ID:	Typical Commercial Background Indoor Air Concentrations	VOC Analytical Results (ug/m ³)			
		Ambient (Outdoor) Air	Sub-Slab Vapor		
			AA-1	SS-1	SS-2
Volatile Organic Compounds (VOCs)					
1,1,1-Trichloroethane	20.6	<1.1	0.46 J	0.82 J	<1.1
1,1,2,2-Tetrachloroethane	--	<1.4	<1.4	<1.4	<1.4
1,1,2-trichloro-1,2,2-trifluoroethane	--	0.59 J	0.57 J	0.57 J	0.7 J
1,1,2-Trichloroethane	<1.5	<1.1	<1.1	<1.1	<1.1
1,1-Dichloroethane	<0.7	<0.81	<0.81	<0.81	<0.81
1,1-Dichloroethene	<1.4	<0.79	<0.79	<0.79	<0.79
1,2,4-Trichlorobenzene	<6.8	<7.4 J	<7.4 J	<7.4 J	<7.4 J
1,2,4-Trimethylbenzene	9.5	<0.98	1.8	0.75 J	2.3
1,2-Dibromoethane	<1.5	<1.5	<1.5	<1.5	<1.5
1,2-Dichloro-1,1,2,2-tetrafluoroethane	--	<1.4	<1.4	<1.4	<1.4
1,2-Dichlorobenzene	<1.2	<1.2	<1.2	<1.2	<1.2
1,2-Dichloroethane	<0.9	<0.81	<0.81	<0.81	<0.81
1,2-Dichloropropane	<1.6	<0.92	<0.92	<0.92	<0.92
1,3,5-Trimethylbenzene	3.7	<0.98	0.65 J	<0.98	0.87 J
1,3-Butadiene	<3.0	<0.88	<0.88	<0.88	<0.88
1,3-Dichlorobenzene	<2.4	<1.2	<1.2	<1.2	<1.2
1,4-Dichlorobenzene	5.5	<1.2	1.6	1.2	1.4
2,2,4-Trimethylpentane (Isooctane)	--	<2.3	<2.3	0.54 J	0.46 J
2-Butanone	12.0	0.63 J	18	1.8 J	17
2-Chlorotoluene	--	<2.1	<2.1	<2.1	<2.1
2-Hexanone	--	<2	1.9 J	<2	4.2
3-Chloropropene	--	<0.63	<0.63	<0.63	<0.63
4-Ethyltoluene	3.6	<2	<2	<2	0.54 J
4-Methyl-2-pentanone	6.0	<2	2 J	0.57 J	1.6 J
Acetone	98.9	7.5 J	130	27	120
Acetonitrile	--	<1.7 J	1.8 J	<1.7 J	<1.7 J
Benzene	9.4	0.74	2.4	0.73	4.3
Bromodichloromethane	--	<1.3	<1.3	<1.3	<1.3
Bromoform	--	<2.1	<2.1	<2.1	<2.1
Bromomethane	<1.7	<0.78	<0.78	<0.78	<0.78
Carbon Disulfide	4.2	<1.6	9.2	5.3	1.4 J
Carbon Tetrachloride	<1.3	0.51 J	<1.3	0.5 J	0.83 J
Chlorobenzene	<0.9	<0.92	<0.92	<0.92	<0.92
Chlorodifluoromethane	--	0.69 J	1.3	2.3	1
Chloroethane	<1.1	<0.53	<0.53	<0.53	<0.53
Chloroform	1.1	<0.98	0.27 J	2.7	<0.98
Chloromethane	3.7	1.3	<1	<1	<1
cis-1,2-Dichloroethene	<1.9	<0.79	<0.79	<0.79	<0.79
cis-1,3-Dichloropropene	<2.3	<0.91	<0.91	<0.91	<0.91
Cyclohexane	--	<1.7	1.7 J	0.89 J	2.4
Dibromochloromethane	--	<1.7	<1.7	<1.7	<1.7
Dichlorodifluoromethane	16.5	2.2	2.4	2.3	2.9
Ethylbenzene	5.7	<0.87	0.55 J	0.28 J	1.4
Hexachlorobutadiene	<6.8	<11 J	<11 J	<11 J	<11 J
Methyl tert-butyl ether	11.5	<3.6	<3.6	<3.6	<3.6
Methylene Chloride	10	<1.7	<1.7	<1.7	<1.7
m-Xylene & p-Xylene	22.2	0.68 J	2.8	1.3	6.2
Naphthalene	5.1	<2.6	1.4 J	1.5 J	3
n-Butane	--	0.88 J	4.5	3	24
n-Decane	17.5	<5.8	6.3	2.2 J	9
n-Dodecane	--	<7	8.1	3.6 J	11
n-Heptane	--	<2	4.7	0.98 J	9.8

TABLE 1
SUB-SLAB VAPOR & AMBIENT AIR VOC ANALYTICAL RESULTS (ug/m³)

DRAFT

VAPOR INTRUSION EVALUATION
NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK

Sample ID:	Typical Commercial Background Indoor Air Concentrations	VOC Analytical Results (ug/m ³)			
		Ambient (Outdoor) Air	Sub-Slab Vapor		
		AA-1	SS-1	SS-2	SS-3
Volatile Organic Compounds (VOCs)					

See Notes on Page 2.

TABLE 1
SUB-SLAB VAPOR & AMBIENT AIR VOC ANALYTICAL RESULTS (ug/m³)

DRAFT

VAPOR INTRUSION EVALUATION
NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK

Sample ID:	Typical Commercial Background Indoor Air Concentrations	VOC Analytical Results (ug/m ³)			
		Ambient (Outdoor) Air	Sub-Slab Vapor		
		AA-1	SS-1	SS-2	SS-3
Volatile Organic Compounds (VOCs)					
n-Hexane	10.2	0.16 J	3.6	1.3 J	6.5
n-Octane	--	<1.9	3.3	0.58 J	5.1
Nonane	7.8	<2.6	3.2	0.63 J	5.8
n-Propylbenzene	--	<2	<2	<2	<2
n-Undecane	22.6	<6.4 J	8.1 J	3.2 J	12 J
o-Xylene	7.9	0.24 J	0.89	0.41 J	1.8
Pentane	--	1.3 J	2.9	2.3 J	6.3
Styrene	1.9	<0.85	<0.85	<0.85	<0.85
tert-Butyl alcohol	--	<6.1	3.3 J	1.8 J	2.2 J
Tetrachloroethene	15.9	0.25 J	5	6.9	8.5
Toluene	43.0	<1.2	3.9	1.9	11
trans-1,2-Dichloroethene	--	<0.79	<0.79	<0.79	<0.79
trans-1,3-Dichloropropene	<1.3	<0.91	<0.91	<0.91	<0.91
Trichloroethene	4.2	0.86 J	<1.1	1.2	<1.1
Trichlorofluoromethane	18.1	1.6	2	1.8	2
Vinyl bromide	--	<0.87	<0.87	<0.87	<0.87
Vinyl Chloride	<1.9	<0.51	<0.51	<0.51	<0.51

Notes:

1. Samples were collected by ARCADIS BBL on April 11, 2007.
2. Samples were analyzed for volatile organic compounds (VOCs) by Severn Trent Laboratories, Inc. (STL) located in Knoxville, Tennessee using United States Environmental Protection Agency (USEPA) Compendium Method TO-15.
3. Sample designations indicated the following:
 - "SS" = sub-slab vapor sample; and
 - "AA" = ambient (outdoor) air sample.
4. Typical commercial background indoor air concentrations are the 90th percentile values observed by the USEPA in a study conducted from 1994 through 1996, which are the values recommended for comparison in the NYSDOH "Guidance for Evaluating Soil Vapor Intrusion in the State of New York" (NYSDOH, October 2006).
5. Concentrations reported in micrograms per cubic meter (ug/m³).
6. < = Not detected at or above the associated reporting limit.
7. J - Indicates an estimated value.
8. -- = Comparison value not available.
9. Results have been validated by ARCADIS BBL.

Attachment A

Photographs of Sampling in Progress

**APRIL 11, 2007 – EMPSALL PLAZA SUB-SLAB VAPOR SAMPLING
NATIONAL GRID
NON-OWNED FORMER MANUFACTURED GAS PLANT – ANTHONY STREET
WATERTOWN, NEW YORK**

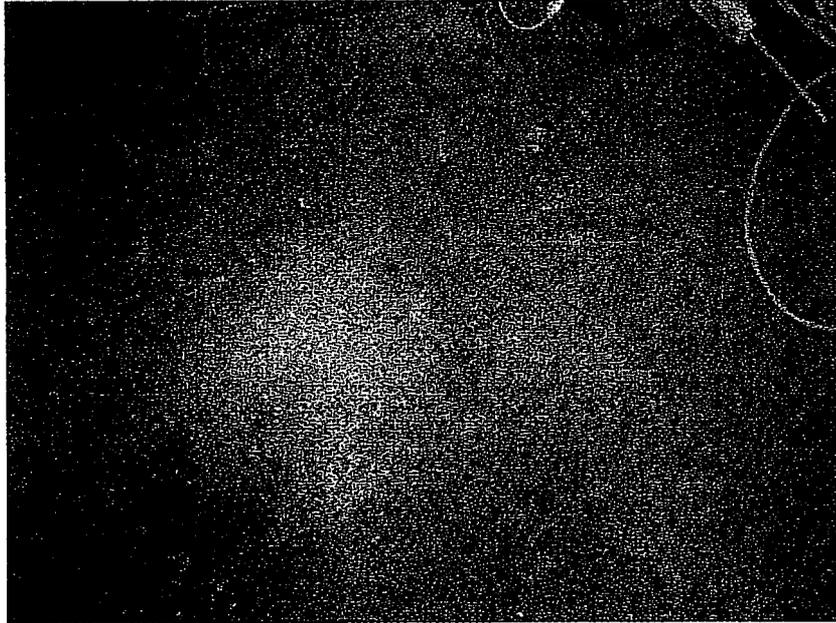


Photo 1
Sampling Location SS-1 – Emsall Plaza Boiler Room
Pre-Sampling Slab Condition

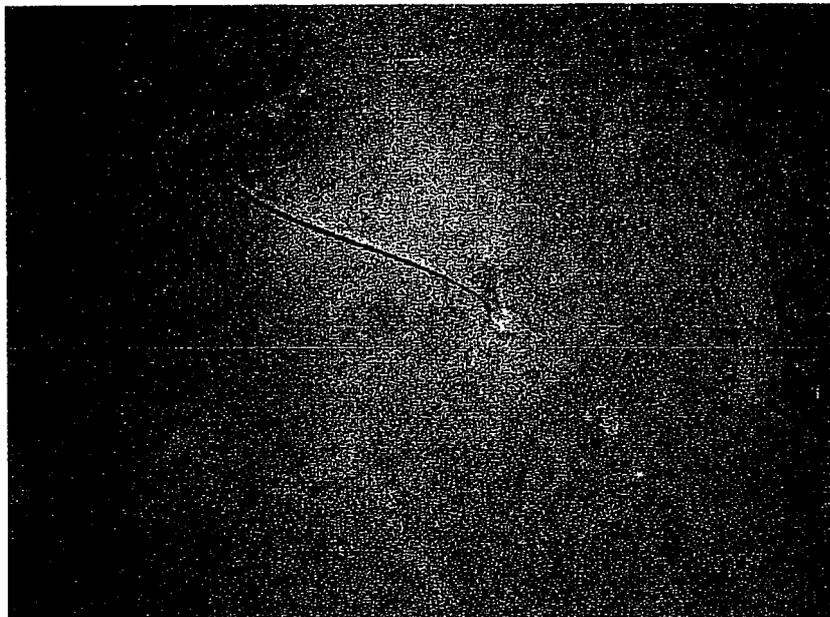
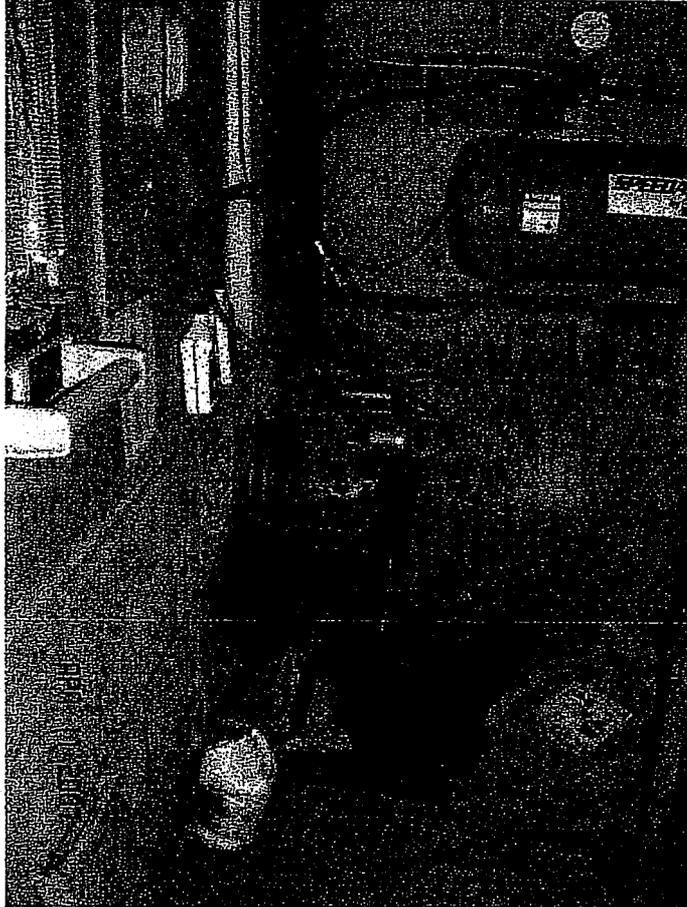


Photo 2
Sampling Location SS-1 – Emsall Plaza Boiler Room
Sampling Point Installed

**APRIL 11, 2007 – EMPSALL PLAZA SUB-SLAB VAPOR SAMPLING
NATIONAL GRID
NON-OWNED FORMER MANUFACTURED GAS PLANT – ANTHONY STREET
WATERTOWN, NEW YORK**



**Photo 3
Empsall Plaza Boiler Room
Air Compressor and Oil Staining**

**APRIL 11, 2007 – EMPSALL PLAZA SUB-SLAB VAPOR SAMPLING
NATIONAL GRID
NON-OWNED FORMER MANUFACTURED GAS PLANT – ANTHONY STREET
WATERTOWN, NEW YORK**

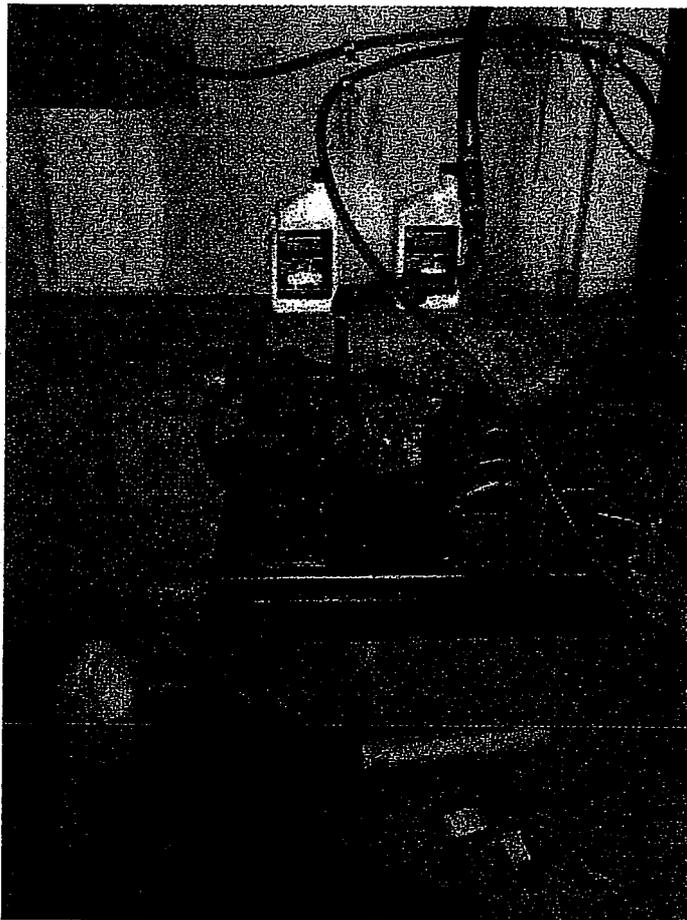


Photo 4
Empsall Plaza Boiler Room
Additional Oil for the Air Compressor

APRIL 11, 2007 – EMPSALL PLAZA SUB-SLAB VAPOR SAMPLING
NATIONAL GRID
NON-OWNED FORMER MANUFACTURED GAS PLANT – ANTHONY STREET
WATERTOWN, NEW YORK

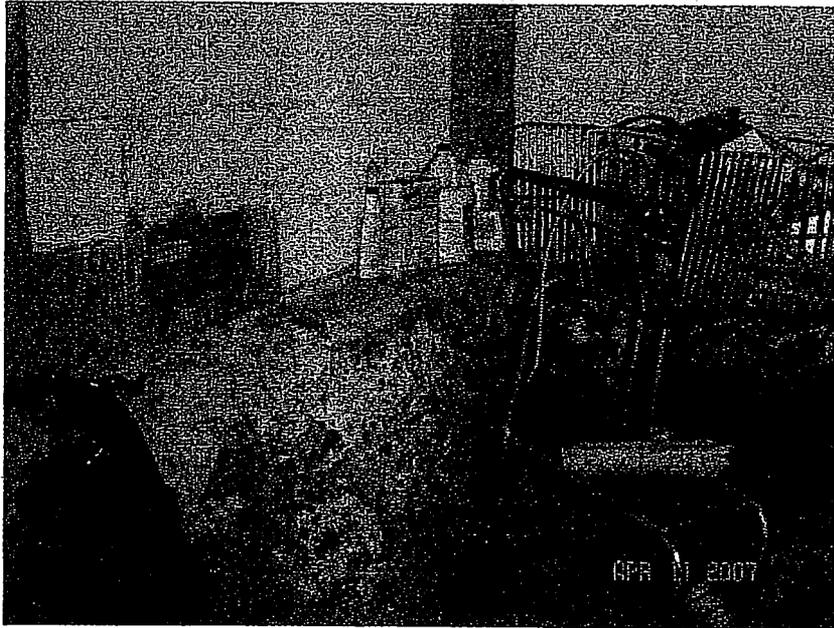


Photo 5
Empsall Plaza Boiler Room
Cleaning Products



Photo 6
Empsall Plaza Boiler Room
Cleaning Products Close-up (Cleaner 409, Cascade Dish Soap, Bleach, Laundry Detergent)

APRIL 11, 2007 – EMPSALL PLAZA SUB-SLAB VAPOR SAMPLING
NATIONAL GRID
NON-OWNED FORMER MANUFACTURED GAS PLANT – ANTHONY STREET
WATERTOWN, NEW YORK



Photo 7
Empsall Plaza Boiler Room
Motor Oil

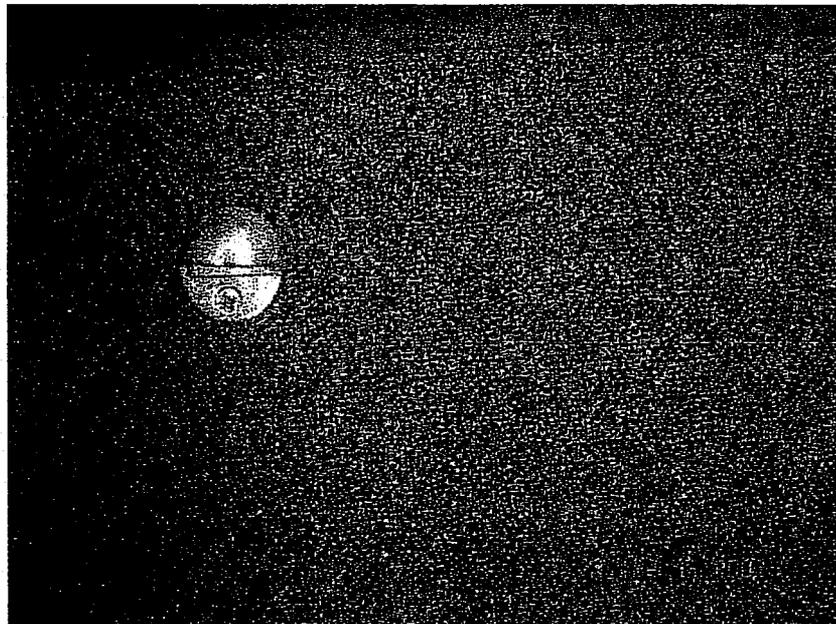
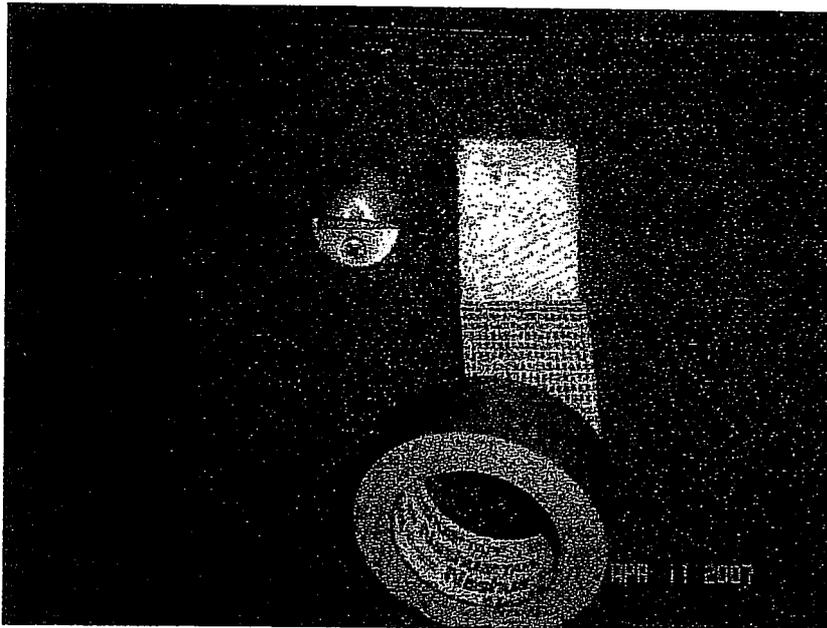
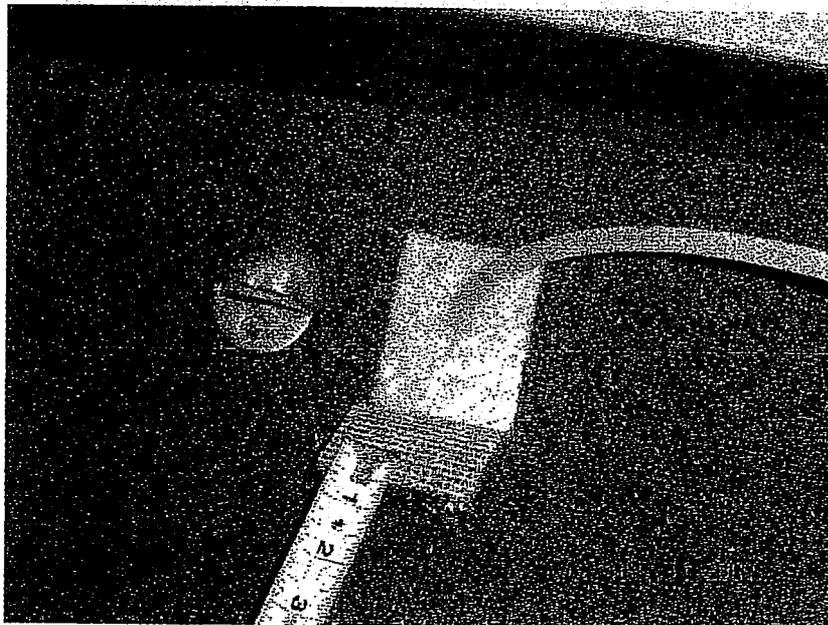


Photo 8
Sampling Location SS-2 – Empsall Plaza, Room 12
Pre-Sampling Condition

**APRIL 11, 2007 – EMPSALL PLAZA SUB-SLAB VAPOR SAMPLING
NATIONAL GRID
NON-OWNED FORMER MANUFACTURED GAS PLANT – ANTHONY STREET
WATERTOWN, NEW YORK**



**Photo 9
Sampling Location SS-2 – Empsall Plaza, Room 12
“Window” Cut in Carpet to Access Building Slab**



**Photo 10
Sampling Location SS-2 – Empsall Plaza, Room 12
Sampling Point Installed**

**APRIL 11, 2007 – EMPSALL PLAZA SUB-SLAB VAPOR SAMPLING
NATIONAL GRID
NON-OWNED FORMER MANUFACTURED GAS PLANT – ANTHONY STREET
WATERTOWN, NEW YORK**

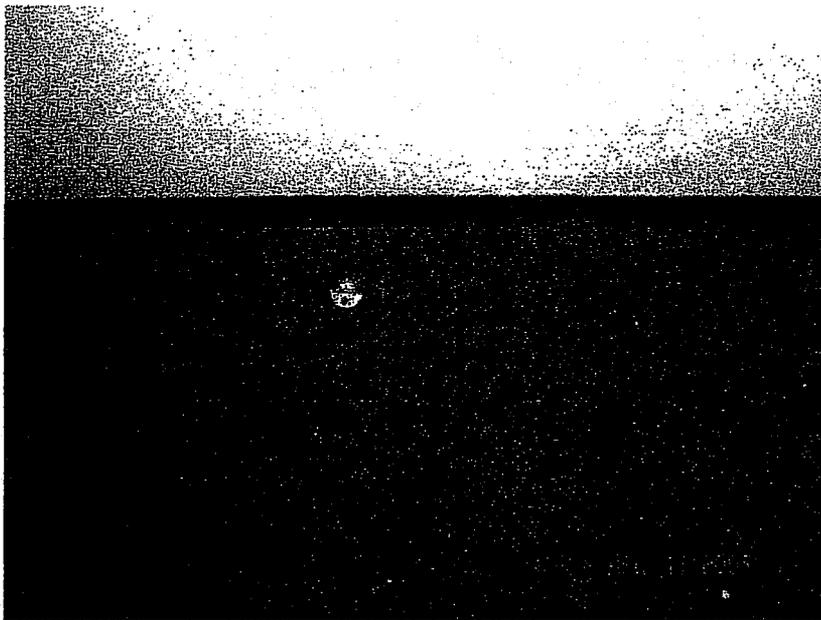


Photo 11
Sampling Location SS-2 – Empsall Plaza, Room 12
Post-Sampling Condition – Carpet Re-Glued to Slab

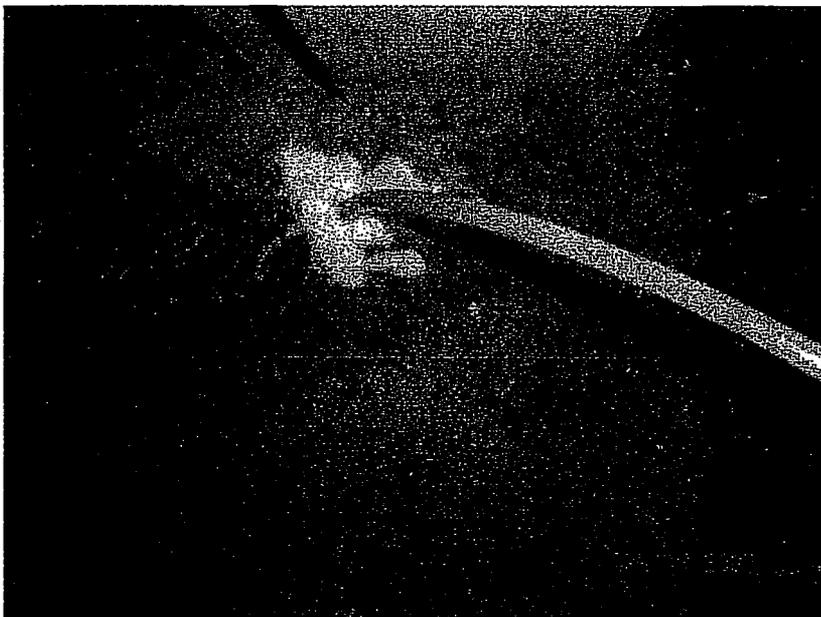


Photo 12
Sampling Location SS-3 – Mattress Store Boiler Room
Sampling Point Installed

APRIL 11, 2007 – EMPSALL PLAZA SUB-SLAB VAPOR SAMPLING
NATIONAL GRID
NON-OWNED FORMER MANUFACTURED GAS PLANT – ANTHONY STREET
WATERTOWN, NEW YORK

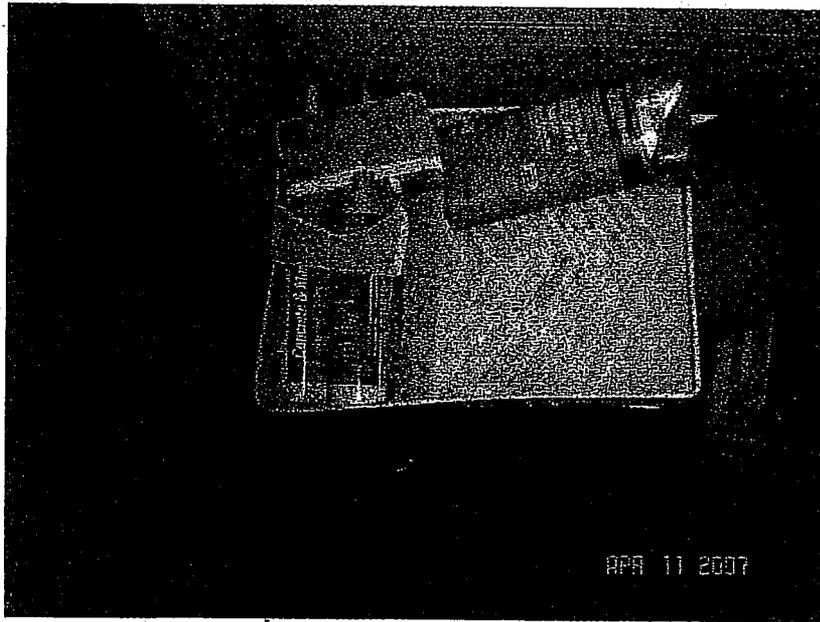


Photo 13
Mattress Store Boiler Room
Silicone Sealant Products

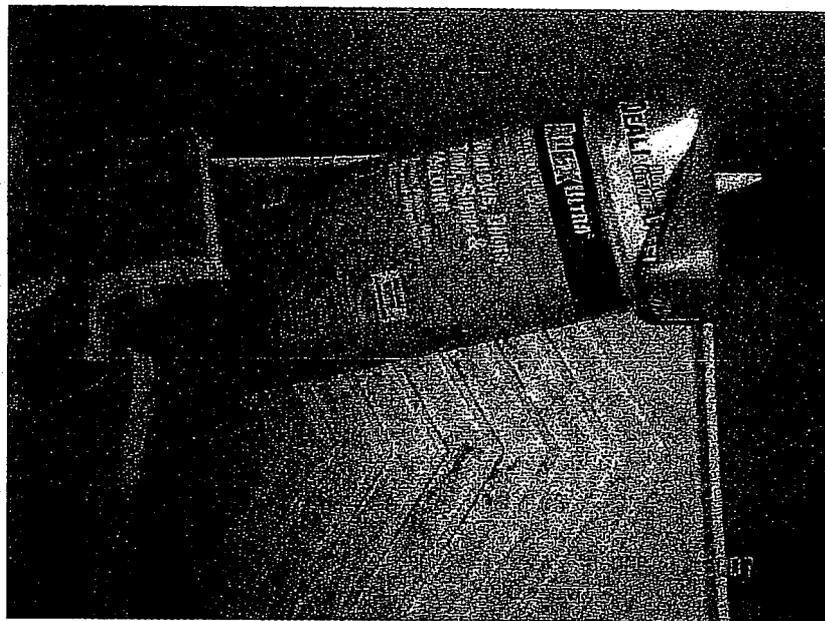


Photo 14
Mattress Store Boiler Room
Silicone Sealant Product Close-up

APRIL 11, 2007 – EMPSALL PLAZA SUB-SLAB VAPOR SAMPLING
NATIONAL GRID
NON-OWNED FORMER MANUFACTURED GAS PLANT – ANTHONY STREET
WATERTOWN, NEW YORK



Photo 15
Mattress Store Boiler Room
Silicone Sealant Product Close-up



Photo 16
Room Adjacent to the Mattress Store Boiler Room
Stored Snowblower

ARCADIS BBL

Attachment B

Field Sampling Logs

Project #	<u>36638</u>	Consultant	<u>ARCADIS BBL</u>
Project Name	<u>Watertown - Anthony St</u>	Collector	<u>Chris Angier</u> <u>Shawn Skelly</u>
Sample ID	<u>SS-1</u>	Vacuum gauge "zero" ("Hg)	<u>0</u>
Start Date/Time	<u>4/11 10:59</u>	Start Pressure ("Hg)	<u>-29.5</u>
End Date/Time	<u>4/11 15:36</u>	End Pressure ("Hg)	<u>-5.5</u>
Canister ID	<u>6586</u>	End pressure > "zero"?	<u>Y</u>
Flow controller ID	<u>K306</u>	Sampling duration (intended)	<u>4 hrs</u>
Associated indoor air sample ID	<u>-</u>	Associated ambient air sample ID	<u>AA-1</u>

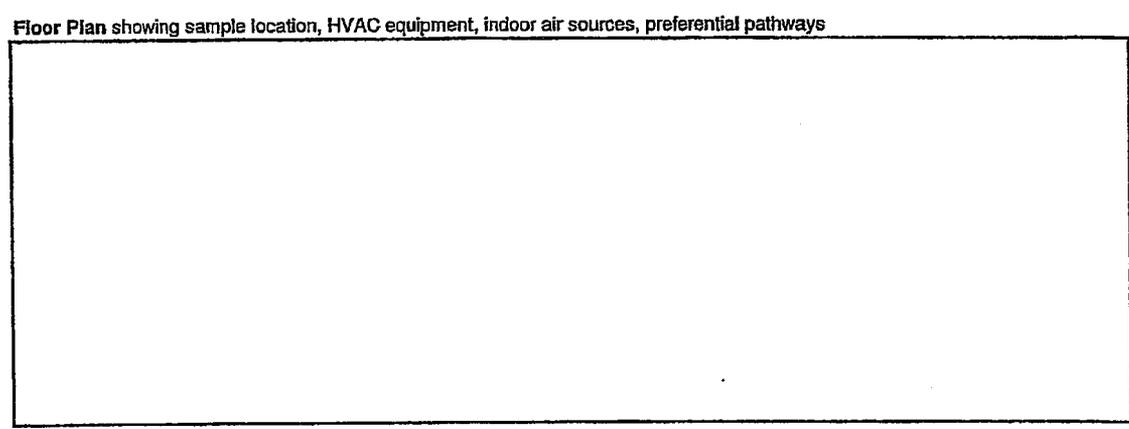
Tubing type used	<u>Teflon</u>	Length of tubing	<u>100</u> cm	Tubing volume	<u>32</u> cc
Volume purged	<u>60</u> cc @	<u>30 sec</u> min	1 to 3 volumes purged @ < 200cc/min?	<u>Y</u>	

Weather Conditions at Start of Sampling:

Air temperature (°F)	<u>38</u>	Rainfall	<u>-</u>	Wind direction	<u>from the N</u>
Barometric pressure	<u>30.21</u>			Wind speed (mph)	<u>0-5</u>

Substantial changes in weather conditions during sampling or over the past 24 to 48 hrs:
None noted

Indoor air temp (°F)	<u>67</u>	Indoor relative humidity (%)	<u>30%</u>
Building Survey and Chemical Inventory Form Completed?	<u>Cursory</u>	Photograph IDs	<u>See Photo Log</u>



Comments: 9" slab; 1 bottle Cleaner 409, 1 box Cascade Dish Soap, 1 bottle Bleach, 1 quart Motor Oil and 2 quarts Compressor Oil in Boiler Room; Air Compressor with oil leaks and staining also observed

Project #	<u>36638</u>	Consultant	<u>ARCADIS BBL</u>
Project Name	<u>Watertown - Anthony St</u>	Collector	<u>Chris Angier</u> <u>Shawn Skelly</u>
Sample ID	<u>SS-2</u>	Vacuum gauge "zero" ("Hg)	<u>0</u>
Start Date/Time	<u>4/11 10:57</u>	Start Pressure ("Hg)	<u>>-30</u>
End Date/Time	<u>4/11 15:30</u>	End Pressure ("Hg)	<u>-8</u>
Canister ID	<u>S-1529</u>	End pressure > "zero"?	<u>Y</u>
Flow controller ID	<u>STL-K213</u>	Sampling duration (intended)	<u>4 hrs</u>
Associated indoor air sample ID	<u>—</u>	Associated ambient air sample ID	<u>AA-1</u>

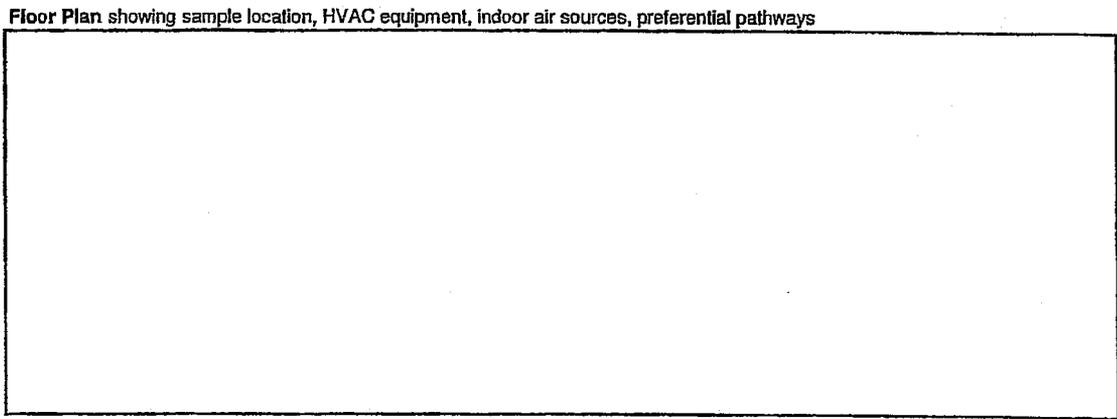
Tubing type used	<u>Teflon</u>	Length of tubing	<u>100</u> cm	Tubing volume	<u>32</u> cc
Volume purged	<u>60</u> cc @	<u>30 sec</u> puff	1 to 3 volumes purged @ < 200cc/min?	<u>Y</u>	

Weather Conditions at Start of Sampling:

Air temperature (°F)	<u>38</u>	Rainfall	<u>—</u>	Wind direction	<u>from the N</u>
Barometric pressure	<u>30.21</u>			Wind speed (mph)	<u>0-5</u>

Substantial changes in weather conditions during sampling or over the past 24 to 48 hrs:
None noted

Indoor air temp (°F)	<u>69</u>	Indoor relative humidity (%)	<u>31</u>
Building Survey and Chemical Inventory Form Completed?	<u>Cursory</u>	Photograph IDs	<u>See Photo Log</u>



Comments: 5" slab

Project # 36638 Consultant ARCADIS BBL
 Project Name Watertown - Anthony St Collector Chris Angier
Shawn Skelly

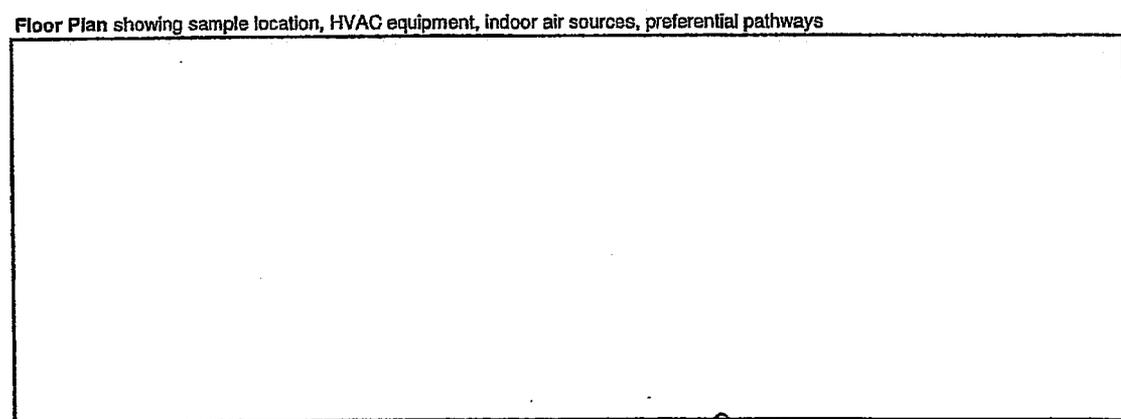
Sample ID SS-3 Vacuum gauge "zero" ("Hg) 0
 Start Date/Time 4/11 10:53 Start Pressure ("Hg) >-30
 End Date/Time 4/11 15:20 End Pressure ("Hg) -7.5
 Canister ID 6595 End pressure > "zero"? Y
 Flow controller ID K324 Sampling duration (intended) 4 hrs
 Associated indoor air sample ID — Associated ambient air sample ID AA-1

Tubing type used Teflon Length of tubing 100 cm Tubing volume 32 cc
 Volume purged 60 cc @ 30 sec mfi 1 to 3 volumes purged @ < 200cc/min? Y

Weather Conditions at Start of Sampling:
 Air temperature (°F) 38 Rainfall — Wind direction from the N
 Barometric pressure 30.21 Wind speed (mph) 0-5

Substantial changes in weather conditions during sampling or over the past 24 to 48 hrs:
None noted

Indoor air temp (°F) 57 Indoor relative humidity (%) 34
 Building Survey and Chemical Inventory Form Completed? Cursory Photograph IDs See Photo Log



Comments: 6" slab, 3 tubes of silicone sealant, snow blower stored in vicinity of sampling location

Ambient Air (Canister) Sample Collection Field Form

Project #	<u>36638</u>	Consultant	<u>ARCADIS BCL</u>
Project Name	<u>Watertown - Anthony St</u>	Collector	<u>Chris Angier</u> <u>Shawn Skelly</u>
Sample ID	<u>AA-1</u>	Vacuum gauge "zero" ("Hg)	<u>0</u>
Start Date/Time	<u>4/11 10:56</u>	Start Pressure ("Hg)	<u>-30</u>
End Date/Time	<u>4/11 15:27</u>	End Pressure ("Hg)	<u>-6.5</u>
Canister ID	<u>1123</u>	End pressure > "zero"?	<u>Y</u>
Flow controller ID	<u>STL-K230</u>	Sampling duration (intended)	<u>4 hrs</u>

Tubing type used	<u>NA</u>	Length of tubing	<u>NA</u> cm	Tubing volume	<u>NA</u> cc
Volume purged	<u>NA</u> cc @	<u>NA</u> min	1 to 3 volumes purged @ < 200cc/min?	<u>NA</u>	

Weather Conditions at Start of Sampling:

Air temperature (°F)	<u>38</u>	Rainfall	<u>-</u>	Wind direction	<u>from the N</u>
Barometric pressure	<u>30.21</u>	Relative humidity	<u>40%</u>	Wind speed (mph)	<u>0-5</u>

Substantial changes in weather conditions during sampling or over the past 24 to 48 hrs:
None noted

Site Plan showing sample location, building(s) being sampled, building HVAC inlet, outdoor air sources, wind direction

Comments: _____

Attachment C

Analytical Data Validation Report

DATA USABILITY SUMMARY REPORT
NATIONAL GRID ANTHONY STREET
WATERTOWN, NEW YORK

SDG #H7D130210

AIR VOLATILE ORGANIC COMPOUND ANALYSIS

Analyses performed by:

Severn Trent Laboratories
Knoxville, Tennessee

Review performed by:



Syracuse, New York
Report #6952

AIR VOLATILE ORGANIC COMPOUND (VOC) ANALYSES

Introduction

Analyses were performed according to United States Environmental Protection Agency (USEPA) Method TO-15. Data were reviewed in accordance with USEPA National Functional Guidelines of October 1999, USEPA Region II SOP HW-18- Validating Canisters of Volatile Organics in Ambient Air of August 1994, and New York State ASP 2005- R9 TO-15 QC.

The data review process is an evaluation of data on a technical basis rather than a determination of contract compliance. As such, the standards against which the data are being weighed may differ from those specified in the analytical method. It is assumed that the data package represents the best efforts of the laboratory and had already been subjected to adequate and sufficient quality review prior to submission.

During the review process, laboratory qualified and unqualified data are verified against the supporting documentation. Based on this evaluation, qualifier codes may be added, deleted, or modified by the data reviewer. Results are qualified with the following codes in accordance with USEPA National Functional Guidelines:

- U The compound was analyzed for but not detected. The associated value is the compound quantitation limit.
- J The compound was positively identified; however, the associated numerical value is an estimated concentration only.
- B The compound has been found in the sample as well as its associated blank, its presence in the sample may be suspect.
- N The analysis indicates the presence of a compound for which there is presumptive evidence to make a tentative identification.
- JN The analysis indicates the presence of a compound for which there is presumptive evidence to make a tentative identification. The associated numerical value is an estimated concentration only.
- E The compound was quantitated above the calibration range.
- D Concentration is based on a diluted sample analysis.
- UJ The compound was not detected above the reported sample quantitation limit. However, the reported limit is approximate and may or may not represent the actual limit of quantitation.
- R The sample results are rejected.

Two facts should be noted by all data users. First, the "R" flag means that the associated value is unusable. In other words, due to significant quality control (QC) problems, the analysis is invalid and provides no information as to whether the compound is present or not. "R" values should not appear on data tables because they cannot be relied upon, even as a last resort. The second fact to keep in mind is that no compound concentration, even if it has passed all QC tests, is guaranteed to be accurate. Strict QC serves to increase confidence in data but any value potentially contains error.

Data Assessment

1. Holding Times

The specified holding times for the following methods are presented in the following table.

Method	Matrix	Holding Time	Preservation
Method TO-15	Air	14 days from collection to analysis	Ambient temperature

All samples were analyzed within the specified holding times.

2. Blank Contamination

Quality assurance blanks (i.e., method blanks) are prepared to identify any contamination which may have been introduced into the samples during sample preparation or field activity. Method blanks measure laboratory contamination. Trip blanks measure contamination of samples during shipment. Rinse blanks measure contamination of samples during field operations.

A blank action level (BAL) of five times the concentration of a detected compound in an associated blank (common laboratory contaminant compounds are calculated at ten times) is calculated for QA blanks containing concentrations greater than the method detection limit (MDL). The BAL is compared to the associated sample results to determine the appropriate qualification of the sample results, if needed.

All compounds associated with the QA blanks exhibited a concentration less than the MDL, with the exception of the compounds listed in the following table. Sample results associated with the following sample locations were qualified.

Sample Locations	Compounds	Sample Result	Qualification
SS-1 SS-2 SS-3	n-Butane Toluene	Detected sample results >RL and >BAL	Remove B
AA-1	n-Butane	Detected sample results <RL and >BAL	
	Toluene	Detected sample results >RL and <BAL	U at detected sample concentration
SS-1 SS-2 SS-3	Trichlorofluoromethane	Detected sample results >RL and >BAL	Remove B
AA-1	Methylene Chloride	Detected sample results <RL and <BAL	U at the PQL

RL = reporting limit

3. Mass Spectrometer Tuning

Mass spectrometer performance was acceptable.

System performance and column resolution were acceptable.

4. Calibration

Satisfactory instrument calibration is established to insure that the instrument is capable of producing acceptable quantitative data. An initial calibration demonstrates that the instrument is capable of acceptable performance at the beginning of an experimental sequence. The continuing calibration verifies that the instrument daily performance is satisfactory.

4.1 Initial Calibration

The method specifies percent relative standard deviation (%RSD) and relative response factor (RRF) limits for select compounds only. A technical review of the data applies limits to all compounds with no exceptions.

All target compounds associated with the initial calibration standards must exhibit a %RSD less than the control limit (30%) or a correlation coefficient greater than 0.99 and an RRF value greater than control limit (0.05).

4.2 Continuing Calibration

All target compounds associated with the continuing calibration standard must exhibit a percent difference (%D) less than the control limit (30%) and RRF value greater than control limit (0.05).

All compounds associated with the calibrations were within the specified control limits, with the exception of the compounds presented in the following table.

Sample Locations	Initial/Continuing	Compound	Criteria
SS-1	CCV %D	Acetonitrile	-37.9%
SS-2		1,2,4-Trichlorobenzene	-36.8%
SS-3		Hexachlorobutadiene	-33.5%
AA-1			

The criteria used to evaluate the initial and continuing calibration are presented in the following table. In the case of a calibration deviation, the sample results are qualified.

Initial/Continuing	Criteria	Sample Result	Qualification
Initial and Continuing Calibration	RRF <0.05	Non-detect	R
		Detect	J
	RRF <0.01 ¹	Non-detect	R
		Detect	J
	RRF >0.05 or RRF >0.01 ¹	Non-detect	No Action
		Detect	

Initial/Continuing	Criteria	Sample Result	Qualification
Initial Calibration	%RSD > 30%	Non-detect	UJ
		Detect	J
Continuing Calibration	%D >30% (increase in sensitivity)	Non-detect	No Action
		Detect	J
	%D >30% (decrease in sensitivity)	Non-detect	UJ
		Detect	J

1. RRF of 0.01 only applies to compounds which are typically poor responding compounds (i.e. ketones, 1,4-Dioxane, etc.)

5. Surrogates/System Monitoring Compounds

All samples to be analyzed for organic compounds are spiked with surrogate compounds prior to sample preparation to evaluate overall laboratory performance and efficiency of the analytical technique. VOC analysis requires that all surrogates associated with the analysis exhibit recoveries within the laboratory-established acceptance limits.

All surrogate recoveries were within control limits.

6. Internal Standard Performance

Internal standard performance criteria insure that the GC/MS sensitivity and response are stable during every sample analysis. The criteria requires the internal standard compounds associated with the VOC exhibit area counts that are not greater than two times (+40%) or less than one-half (-40%) of the area counts of the associated continuing calibration standard.

All internal standard areas and retention times were within established limits.

7. Matrix Spike/Matrix Spike Duplicate (MS/MSD) Analysis

MS/MSD data are used to assess the precision and accuracy of the analytical method. The compounds used to perform the MS/MSD analysis must exhibit a percent recovery within the laboratory-established acceptance limits. The relative percent difference (RPD) between the MS/MSD recoveries must exhibit an RPD within the laboratory-established acceptance limits.

A MS/MSD was not performed on a sample location associated with this SDG.

8. Laboratory Control Sample (LCS) Analysis

The LCS analysis is used to assess the precision and accuracy of the analytical method independent of matrix interferences. The compounds associated with the LCS analysis must exhibit a percent recovery within the laboratory-established acceptance limits.

Sample locations associated with LCS analysis exhibiting recoveries outside of the control limits presented in the following table.

Sample Locations	Compound	LCS Recovery
SS-1 SS-2 SS-3 AA-1	Acetonitrile	< LL but > 10%
	Undecane	< LL but > 10%
	1,2,4-Trichlorobenzene	< LL but > 10%
	Hexachlorobutadiene	< LL but > 10%

The criteria used to evaluate the LCS recoveries are presented in the following table. In the case of an LCS deviation, the sample results are qualified as documented in the table below.

Control Limit	Sample Result	Qualification
> the upper control limit (UL)	Non-detect	No Action
	Detect	J
< the lower control limit (LL) but > 10%	Non-detect	UJ
	Detect	J
< 10%	Non-detect	R
	Detect	J

9. Field Duplicate Analysis

Field duplicate analysis is used to assess the precision and accuracy of the field sampling procedures and analytical method. A control limit of 20% for air matrices, 50% for water matrices and 100% for soil matrices is applied to the RPD between the parent sample and the field duplicate.

A field duplicate was not performed on a sample location associated with this SDG.

10. Compound Identification

Compounds are identified on the GC/MS by using the analytes relative retention time and ion spectra.

All identified compounds met the specified criteria.

11. System Performance and Overall Assessment

Overall system performance was acceptable. Other than for those deviations specifically mentioned in this review, the overall data quality is within the guidelines specified in the method.

Data Validation Checklist

Volatile Organics Data Validation Checklist

	YES	NO	NA
<u>Data Completeness and Deliverables</u>			
Have any missing deliverables been received and added to the data package?	_____	X	_____
Is there a narrative or cover letter present?	X	_____	_____
Are the sample numbers included in the narrative?	X	_____	_____
Are the sample chain-of-custodies present?	X	_____	_____
Do the chain-of-custodies indicate any problems with sample receipt or sample condition?	_____	X	_____
<u>Holding Times</u>			
Have any holding times been exceeded?	_____	X	_____
<u>Surrogate Recovery</u>			
Are surrogate recovery forms present?	X	_____	_____
Are all samples listed on the surrogate recovery form?	X	_____	_____
Was one or more surrogate recovery outside control limits for any sample or blank?	_____	X	_____
If yes, were the samples reanalyzed?	_____	_____	X
Are there any transcription/calculation errors between the raw data and the summary form?	_____	X	_____
<u>Laboratory Control Samples</u>			
Is there a LCS recovery form present?	X	_____	_____
Was LCS analyzed at the required frequency?	X	_____	_____
How many LCS recoveries were outside of QC limits?			
4 out of 69			
How many RPDs for LCS/LCSD were outside of QC limits?			
NA out of NA			
<u>Blanks</u>			
Is a method blank summary form present?	X	_____	_____
Has a method blank been analyzed for each day or for each 20 samples, whichever is more frequent?	X	_____	_____
Has a blank been analyzed at least once every 12 hours for each system used?	X	_____	_____
Do any method/instrument blanks have positive results?	_____	X	_____
Are trip/field/rinse blanks associated with every sample?	_____	_____	X
Do any trip/field/rinse blanks have positive results?	_____	_____	X

	YES	NO	NA
<u>Tuning and Mass Calibration</u>			
Are the GC/MS tuning forms present for BFB?	X		
Are the bar graph spectrum and mass/charge listing provided for each BFB?	X		
Has a BFB been analyzed for each 12 hours of analysis per instrument?	X		
Have the ion abundance criteria been met for each instrument used?	X		
<u>Target Analytes</u>			
Is an organics analysis data sheet present for each of the following:			
Samples	X		
Laboratory Control Samples	X		
Blanks	X		
Are the reconstructed ion chromatograms present for each of the following:			
Samples	X		
Laboratory Control Samples	X		
Blanks	X		
Is the chromatographic performance acceptable?	X		
Are the mass spectra of the identified compounds present?	X		
Are all ions present in the standard mass spectrum at a relative intensity of 10% or greater also present in the sample spectrum?	X		
Do the samples and standard relative ion intensities agree within 20%?	X		
<u>Tentatively Identified Compounds</u>			
Are all the TIC summary forms present?	X		
Are the mass spectra for the tentatively identified compounds and their associated "best match" spectra present?			X
Are any target compounds listed as TICs?			X
Are all ions present in the reference mass spectrum with a relative intensity greater than 10% also present in the sample mass spectrum?			X
Do the TIC and "best match" spectrum agree within 20%?			X
<u>Quantitation and Detection Limits</u>			
Are there any transcription/calculation errors in the Form 1 results?		X	
Are the reporting limits adjusted to reflect sample dilutions and, for soils, sample moisture?			X
<u>Standard Data</u>			
Are the quantitation reports and reconstructed ion chromatograms present for the initial and continuing calibration standards?	X		

	YES	NO	NA
<u>Initial Calibration</u>			
Are the initial calibration forms present for each instrument used?	<u>X</u>	<u> </u>	<u> </u>
Are the response factor RSDs within acceptable limits?	<u>X</u>	<u> </u>	<u> </u>
Are the average RRFs minimum requirements met?	<u>X</u>	<u> </u>	<u> </u>
Are there any transcription/calculation errors in reporting the RRFs or RSDs?	<u> </u>	<u>X</u>	<u> </u>
<u>Continuing Calibration</u>			
Are the continuing calibration forms present for each day and each instrument?	<u>X</u>	<u> </u>	<u> </u>
Has a continuing calibration standard been analyzed for each 12 hours of analysis per instrument?	<u>X</u>	<u> </u>	<u> </u>
All %D within acceptable limits?	<u> </u>	<u>X</u>	<u> </u>
Are all RF minimum requirements met?	<u>X</u>	<u> </u>	<u> </u>
Are there any transcription/calculation errors in reporting of RF or %D?	<u> </u>	<u>X</u>	<u> </u>
<u>Internal Standards</u>			
Are internal standard areas of every sample within the upper and lower limits for each continuing calibration?	<u>X</u>	<u> </u>	<u> </u>
Are the retention times of the internal standards within 30 seconds of the associated calibration standard?	<u>X</u>	<u> </u>	<u> </u>
<u>Field Duplicates</u>			
Were field duplicates submitted with the samples?	<u> </u>	<u>X</u>	<u> </u>

CORRECTED SAMPLE ANALYSIS DATA SHEETS

ARCADIS of New York Inc

Client Sample ID: SS-1

GC/MS Volatiles

Lot-Sample # H7D130210 - 001

Work Order # JTWA61AA

Matrix.....: AIR

Date Sampled...: 4/11/07

Date Received..: 4/13/07

Prep Date.....: 4/17/07

Analysis Date.. 4/17/07

Prep Batch #.....: 7108045

Dilution Factor: 1

Method..... TO-15

PARAMETER	RESULTS (ppb(v/v))	REPORTING LIMIT (ppb(v/v))	RESULTS (ug/m3)	REPORTING LIMIT (ug/m3)
2,2,4-Trimethylpentane	ND	0.50	ND	2.3
tert-Butyl alcohol	1.1	2.0	3.3	6.1
Vinyl bromide	ND	0.20	ND	0.87
4-Ethyltoluene	ND	0.40	ND	2.0
2-Chlorotoluene	ND	0.40	ND	2.1
Dichlorodifluoromethane	0.49	0.20	2.4	0.99
Chlorodifluoromethane	0.35	0.20	1.3	0.71
1,2-Dichloro-1,1,2,2-tetrafluoroethane	ND	0.20	ND	1.4
Chloromethane	ND	0.50	ND	1.0
Vinyl chloride	ND	0.20	ND	0.51
n-Butane	1.9	0.40	4.5	0.95
1,3-Butadiene	ND	0.40	ND	0.88
Bromomethane	ND	0.20	ND	0.78
Chloroethane	ND	0.20	ND	0.53
Trichlorofluoromethane	0.36	0.20	2.0	1.1
Pentane	1.0	1.0	2.9	3.0
1,1-Dichloroethene	ND	0.20	ND	0.79
1,1,2-Trichloro-1,2,2-trifluoroethane	0.075	0.20	0.57	1.5
Carbon disulfide	3.0	0.50	9.2	1.6
3-Chloropropene	ND	0.20	ND	0.63
Methylene chloride	0.5	0.50	1.7	1.7
trans-1,2-Dichloroethene	ND	0.20	ND	0.79
n-Hexane	1.0	0.50	3.6	1.8
1,1-Dichloroethane	ND	0.20	ND	0.81
cis-1,2-Dichloroethene	ND	0.20	ND	0.79
Chloroform	0.055	0.20	0.27	0.98
1,1,1-Trichloroethane	0.085	0.20	0.46	1.1
Cyclohexane	0.49	0.50	1.7	1.7
Carbon tetrachloride	ND	0.20	ND	1.3
Benzene	0.76	0.20	2.4	0.64
1,2-Dichloroethane	ND	0.20	ND	0.81
n-Heptane	1.1	0.50	4.7	2.0
Trichloroethene	ND	0.20	ND	1.1
1,2-Dichloropropane	ND	0.20	ND	0.92
Bromodichloromethane	ND	0.20	ND	1.3
cis-1,3-Dichloropropene	ND	0.20	ND	0.91
Toluene	1.0	0.20	3.9	0.75
n-Octane	0.71	0.40	3.3	1.9
trans-1,3-Dichloropropene	ND	0.20	ND	0.91

ARCADIS of New York Inc

Client Sample ID: SS-1

GC/MS Volatiles

Lot-Sample # H7D130210 - 001

Work Order # JTWA61AA

Matrix.....: AIR

PARAMETER	RESULTS (ppb(v/v))	REPORTING LIMIT (ppb(v/v))	RESULTS (ug/m3)	REPORTING LIMIT (ug/m3)
1,1,2-Trichloroethane	ND	0.20	ND	1.1
Tetrachloroethene	0.73	0.20	5.0	1.4
Dibromochloromethane	ND	0.20	ND	1.7
1,2-Dibromoethane (EDB)	ND	0.20	ND	1.5
Chlorobenzene	ND	0.20	ND	0.92
Ethylbenzene	0.13	0.20	0.55 J	0.87
m-Xylene & p-Xylene	0.65	0.20	2.8	0.87
Nonane	0.60	0.50	3.2	2.6
o-Xylene	0.21	0.20	0.89	0.87
Styrene	ND	0.20	ND	0.85
Bromoform	ND	0.20	ND	2.1
1,1,2,2-Tetrachloroethane	ND	0.20	ND	1.4
n-Propylbenzene	ND	0.40	ND	2.0
1,3,5-Trimethylbenzene	0.13	0.20	0.65 J	0.98
n-Decane	1.1	1.0	6.3	5.8
1,2,4-Trimethylbenzene	0.37	0.20	1.8	0.98
1,3-Dichlorobenzene	ND	0.20	ND	1.2
1,4-Dichlorobenzene	0.27	0.20	1.6	1.2
1,2-Dichlorobenzene	ND	0.20	ND	1.2
n-Undecane	1.3 J	1.0	8.1 J	6.4
n-Dodecane	1.2	1.0	8.1	7.0
1,2,4-Trichlorobenzene	ND J	1.0	ND J	7.4
Hexachlorobutadiene	ND J	1.0	ND J	11
Naphthalene	0.27	0.50	1.4 J	2.6
Acetone	54	5.0	130	12
2-Butanone (MEK)	6.0	1.0	18	2.9
4-Methyl-2-pentanone (MIBK)	0.48	0.50	2.0 J	2.0
2-Hexanone	0.46	0.50	1.9 J	2.0
Methyl tert-butyl ether	ND	1.0	ND	3.6
Acetonitrile	1.1 J	1.0	1.8 J	1.7

TENTATIVELY IDENTIFIED COMPOUND	RESULT	UNITS
Indane	ND	ppb(v/v)
Indene	ND	ppb(v/v)
Isopropyl alcohol	ND	ppb(v/v)
Thiophene	ND	ppb(v/v)
1-Methylnaphthalene	ND	ppb(v/v)
1,2,3-Trimethylbenzene	ND	ppb(v/v)
1,2,3,5-Tetramethylbenzene	ND	ppb(v/v)
1,4-Dioxane	ND	ppb(v/v)
2-Methylnaphthalene	ND	ppb(v/v)

ARCADIS of New York Inc
Client Sample ID: SS-1
GC/MS Volatiles

Lot-Sample # H7D130210 - 001

Work Order # JTWA61AA

Matrix.....: AIR

<u>SIIRROGATF</u>	<u>PERCENT RECOVERY</u>	<u>LABORATORY CONTROL LIMITS (%)</u>
1,2-Dichloroethane-d4	102	70 - 130
Toluene- δ 8	103	70 - 130
4-Bromofluorobenzene	104	70 - 130

Qualifiers

- B Method blank contamination. The associated method blank contains the target analyte at a reportable level.
- J Estimated result. Result is less than RL.

The 'Result' in ug/m3 is calculated using the following equation: Amount Found(before rounding)*(Molecular Weight/24.45)

The 'Reporting Limit' in ug/m3 is calculated using the following equation: (Reporting Limit(before rounding) * Dilution Factor) * (Molecular Weight/24.45)

ARCADIS of New York Inc

Client Sample ID: SS-2

GC/MS Volatiles

Lot-Sample # H7D130210 - 002

Work Order # JTWD01AA

Matrix.....: AIR

Date Sampled...: 4/11/07
 Prep Date.....: 4/17/07
 Prep Batch #.....: 7108045
 Dilution Factor.: 1

Date Received.: 4/13/07
 Analysis Date.. 4/17/07
 Method.....: TO-15

PARAMETER	RESULTS (ppb(v/v))	REPORTING LIMIT (ppb(v/v))	RESULTS (ug/m3)		REPORTING LIMIT (ug/m3)
2,2,4-Trimethylpentane	0.12	0.50	0.54	J	2.3
tert-Butyl alcohol	0.58	2.0	1.8	J	6.1
Vinyl bromide	ND	0.20	ND		0.87
4-Ethyltoluene	ND	0.40	ND		2.0
2-Chlorotoluene	ND	0.40	ND		2.1
Dichlorodifluoromethane	0.47	0.20	2.3		0.99
Chlorodifluoromethane	0.66	0.20	2.3		0.71
1,2-Dichloro-1,1,2,2-tetrafluoroethane	ND	0.20	ND		1.4
Chloromethane	ND	0.50	ND		1.0
Vinyl chloride	ND	0.20	ND		0.51
n-Butane	1.2	0.40	3.0	B	0.95
1,3-Butadiene	ND	0.40	ND		0.88
Bromomethane	ND	0.20	ND		0.78
Chloroethane	ND	0.20	ND		0.53
Trichlorofluoromethane	0.32	0.20	1.8	B	1.1
Pentane	0.77	1.0	2.3	J	3.0
1,1-Dichloroethene	ND	0.20	ND		0.79
1,1,2-Trichloro-1,2,2-trifluoroethane	0.075	0.20	0.57	J	1.5
Carbon disulfide	1.7	0.50	5.3		1.6
3-Chloropropene	ND	0.20	ND		0.63
Methylene chloride	0.5	0.50	1.7	U	1.7
trans-1,2-Dichloroethene	ND	0.20	ND		0.79
n-Hexane	0.38	0.50	1.3	J	1.8
1,1-Dichloroethane	ND	0.20	ND		0.81
cis-1,2-Dichloroethene	ND	0.20	ND		0.79
Chloroform	0.55	0.20	2.7		0.98
1,1,1-Trichloroethane	0.15	0.20	0.82	J	1.1
Cyclohexane	0.26	0.50	0.89	J	1.7
Carbon tetrachloride	0.079	0.20	0.50	J	1.3
Benzene	0.23	0.20	0.73		0.64
1,2-Dichloroethane	ND	0.20	ND		0.81
n-Heptane	0.24	0.50	0.98	J	2.0
Trichloroethene	0.23	0.20	1.2		1.1
1,2-Dichloropropane	ND	0.20	ND		0.92
Bromodichloromethane	ND	0.20	ND		1.3
cis-1,3-Dichloropropene	ND	0.20	ND		0.91
Toluene	0.51	0.20	1.9	B	0.75
n-Octane	0.12	0.40	0.58	J	1.9
trans-1,3-Dichloropropene	ND	0.20	ND		0.91

ARCADIS of New York Inc

Client Sample ID: SS-2

GC/MS Volatiles

Lot-Sample # H7D130210-002

Work Order # JTWD01AA

Matrix.....: AIR

PARAMETER	RESULTS (ppb(v/v))	REPORTING LIMIT (ppb(v/v))	RESULTS (ug/m3)	REPORTING LIMIT (ug/m3)
1,1,2-Trichloroethane	ND	0.20	ND	1.1
Tetrachloroethene	1.0	0.20	6.9	1.4
Dibromochloromethane	ND	0.20	ND	1.7
1,2-Dibromoethane (EDB)	ND	0.20	ND	1.5
Chlorobenzene	ND	0.20	ND	0.92
Ethylbenzene	0.064	0.20	0.28	J 0.87
m-Xylene & p-Xylene	0.30	0.20	1.3	J 0.87
Nonane	0.12	0.50	0.63	J 2.6
o-Xylene	0.093	0.20	0.41	J 0.87
Styrene	ND	0.20	ND	0.85
Bromoform	ND	0.20	ND	2.1
1,1,2,2-Tetrachloroethane	ND	0.20	ND	1.4
n-Propylbenzene	ND	0.40	ND	2.0
1,3,5-Trimethylbenzene	ND	0.20	ND	0.98
n-Decane	0.37	1.0	2.2	J 5.8
1,2,4-Trimethylbenzene	0.15	0.20	0.75	J 0.98
1,3-Dichlorobenzene	ND	0.20	ND	1.2
1,4-Dichlorobenzene	0.20	0.20	1.2	1.2
1,2-Dichlorobenzene	ND	0.20	ND	1.2
n-Undecane	0.49 J	1.0	3.2 J	J 6.4
n-Dodecane	0.52	1.0	3.6	J 7.0
1,2,4-Trichlorobenzene	ND J	1.0	ND J	7.4
Hexachlorobutadiene	ND J	1.0	ND J	11
Naphthalene	0.30	0.50	1.5	J 2.6
Acetone	11	5.0	27	12
2-Butanone (MEK)	0.62	1.0	1.8	J 2.9
4-Methyl-2-pentanone (MIBK)	0.14	0.50	0.57	J 2.0
2-Hexanone	ND	0.50	ND	2.0
Methyl tert-butyl ether	ND	1.0	ND	3.6
Acetonitrile	ND J	1.0	ND J	1.7

TENTATIVELY IDENTIFIED COMPOUND	RESULT	UNITS
Indane	ND	ppb(v/v)
Indene	ND	ppb(v/v)
Isopropyl alcohol	ND	ppb(v/v)
Thiophene	ND	ppb(v/v)
1-Methylnaphthalene	ND	ppb(v/v)
1,2,3-Trimethylbenzene	ND	ppb(v/v)
1,2,3,5-Tetramethylbenzene	ND	ppb(v/v)
1,4-Dioxane	ND	ppb(v/v)
2-Methylnaphthalene	ND	ppb(v/v)

ARCADIS of New York Inc

Client Sample ID: SS-2

GC/MS Volatiles

Lot-Sample# H7D130210 - 002

Work Order# JTWD01AA

Matrix.....: AIR

<u>SURROGATE</u>	<u>PERCENT RECOVERY</u>	<u>LABORATORY CONTROL LIMITS (%)</u>
1,2-Dichloroethane-d4	104	70 - 130
Toluene-d8	105	70 - 130
4-Bromofluorobenzene	102	70 - 130

Qualifiers

- B Method blank contamination. The associated method blank contains the target analyte at a reportable level.
 J Estimated result. Result is less than RL.

The 'Result' in ug/m3 is calculated using the following equation: Amount Found(before rounding)*(Molecular Weight/24.45)

The 'Reporting Limit' in ug/m3 is calculated using the following equation: (Reporting Limit(before rounding) * Dilution Factor) * (Molecular Weight/24.45)

ARCADIS of New York Inc

Client Sample ID: SS-3

GC/MS Volatiles

Lot-Sample # H7D130210 - 003

Work Order # JTWD51AA

Matrix.....: AIR

Date Sampled...: 4/11/07
 Prep Date.....: 4/17/07
 Prep Batch #.....: 7108045
 Dilution Factor: 1

Date Received..: 4/13/07
 Analysis Date..: 4/17/07
 Method.....: TO-15

PARAMETER	RESULTS (ppb(v/v))	REPORTING LIMIT (ppb(v/v))	RESULTS (ug/m3)		REPORTING LIMIT (ug/m3)
2,2,4-Trimethylpentane	0.099	0.50	0.46	J	2.3
tert-Butyl alcohol	0.72	2.0	2.2	J	6.1
Vinyl bromide	ND	0.20	ND		0.87
4-Ethyltoluene	0.11	0.40	0.54	J	2.0
2-Chlorotoluene	ND	0.40	ND		2.1
Dichlorodifluoromethane	0.58	0.20	2.9		0.99
Chlorodifluoromethane	0.30	0.20	1.0		0.71
1,2-Dichloro-1,1,2,2-tetrafluoroethane	ND	0.20	ND		1.4
Chloromethane	ND	0.50	ND		1.0
Vinyl chloride	ND	0.20	ND		0.51
n-Butane	10	0.40	24	B	0.95
1,3-Butadiene	ND	0.40	ND		0.88
Bromomethane	ND	0.20	ND		0.78
Chloroethane	ND	0.20	ND		0.53
Trichlorofluoromethane	0.35	0.20	2.0	B	1.1
Pentane	2.1	1.0	6.3		3.0
1,1-Dichloroethene	ND	0.20	ND		0.79
1,1,2-Trichloro-1,2,2-trifluoroethane	0.092	0.20	0.70	J	1.5
Carbon disulfide	0.44	0.50	1.4	J	1.6
3-Chloropropene	ND	0.20	ND		0.63
Methylene chloride	0.5	0.25-U	1.7	0.86-U	J-B
trans-1,2-Dichloroethene	ND	0.20	ND		0.79
n-Hexane	1.8	0.50	6.5		1.8
1,1-Dichloroethane	ND	0.20	ND		0.81
cis-1,2-Dichloroethene	ND	0.20	ND		0.79
Chloroform	ND	0.20	ND		0.98
1,1,1-Trichloroethane	ND	0.20	ND		1.1
Cyclohexane	0.69	0.50	2.4		1.7
Carbon tetrachloride	0.13	0.20	0.83	J	1.3
Benzene	1.4	0.20	4.3		0.64
1,2-Dichloroethane	ND	0.20	ND		0.81
n-Heptane	2.4	0.50	9.8		2.0
Trichloroethene	ND	0.20	ND		1.1
1,2-Dichloropropane	ND	0.20	ND		0.92
Bromodichloromethane	ND	0.20	ND		1.3
cis-1,3-Dichloropropene	ND	0.20	ND		0.91
Toluene	3.0	0.20	11	B	0.75
n-Octane	1.1	0.40	5.1		1.9
trans-1,3-Dichloropropene	ND	0.20	ND		0.91

ARCADIS of New York Inc

Client Sample ID: SS-3

GC/MS Volatiles

Lot-Sample # H7D130210 - 003

Work Order # JTWD51AA

Matrix.....: AIR

PARAMETER	RESULTS (ppb(v/v))	REPORTING LIMIT (ppb(v/v))	RESULTS (ug/m3)	REPORTING LIMIT (ug/m3)
1,1,2-Trichloroethane	ND	0.20	ND	1.1
Tetrachloroethene	1.2	0.20	8.5	1.4
Dibromochloromethane	ND	0.20	ND	1.7
1,2-Dibromoethane (EDB)	ND	0.20	ND	1.5
Chlorobenzene	ND	0.20	ND	0.92
Ethylbenzene	0.32	0.20	1.4	0.87
m-Xylene & p-Xylene	1.4	0.20	6.2	0.87
Nonane	1.1	0.50	5.8	2.6
o-Xylene	0.41	0.20	1.8	0.87
Styrene	ND	0.20	ND	0.85
Bromoform	ND	0.20	ND	2.1
1,1,2,2-Tetrachloroethane	ND	0.20	ND	1.4
n-Propylbenzene	ND	0.40	ND	2.0
1,3,5-Trimethylbenzene	0.18	0.20	0.87	0.98
n-Decane	1.5	1.0	9.0	5.8
1,2,4-Trimethylbenzene	0.46	0.20	2.3	0.98
1,3-Dichlorobenzene	ND	0.20	ND	1.2
1,4-Dichlorobenzene	0.24	0.20	1.4	1.2
1,2-Dichlorobenzene	ND	0.20	ND	1.2
n-Undecane	1.9 J	1.0	12 J	6.4
n-Dodecane	1.6	1.0	11	7.0
1,2,4-Trichlorobenzene	ND J	1.0	ND J	7.4
Hexachlorobutadiene	ND J	1.0	ND J	11
Naphthalene	0.58	0.50	3.0	2.6
Acetone	50	5.0	120	12
2-Butanone (MEK)	5.8	1.0	17	2.9
4-Methyl-2-pentanone (MIBK)	0.39	0.50	1.6	2.0
2-Hexanone	1.0	0.50	4.2	2.0
Methyl tert-butyl ether	ND	1.0	ND	3.6
Acetonitrile	ND J	1.0	ND J	1.7

TENTATIVELY IDENTIFIED COMPOUND	RESULT	UNITS
Indane	ND	ppb(v/v)
Indene	ND	ppb(v/v)
Isopropyl alcohol	ND	ppb(v/v)
Thiophene	ND	ppb(v/v)
1-Methylnaphthalene	ND	ppb(v/v)
1,2,3-Trimethylbenzene	ND	ppb(v/v)
1,2,3,5-Tetramethylbenzene	ND	ppb(v/v)
1,4-Dioxane	ND	ppb(v/v)
2-Methylnaphthalene	ND	ppb(v/v)

COMMUNITY

Fact Sheet

National Grid Company, Watertown, NY

September 2008

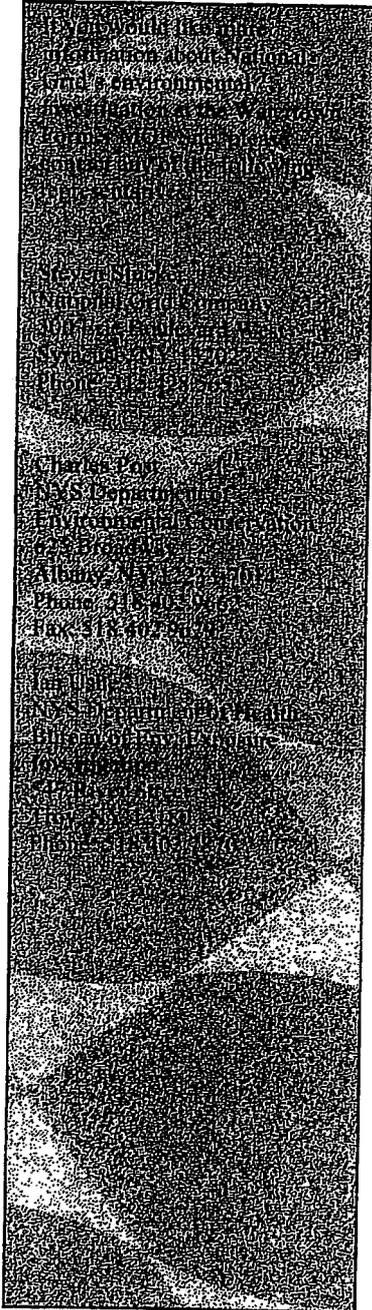
National Grid begins Remedial Investigation at the Watertown (Anthony Street) Property

National Grid Company will conduct additional environmental investigations of a historical manufactured gas plant (MGP) operation formerly located at J.B. Wise Place (formerly known as Anthony Street) in the area near City Center Drive in Watertown, New York. The former MGP site was owned and operated by a predecessor company of Niagara Mohawk and National Grid. Pursuant to an agreement with the New York State Department of Environmental Conservation (NYSDEC), National Grid has collected and analyzed soil and groundwater samples to determine the extent of environmental impacts associated with the former MGP operations as part of previous investigations. A Site Characterization Report was submitted to NYSDEC in April 2007, which indicated that low levels of MGP-related impacts were detected in the soil and ground water. Following discussions with NYSDEC, it was determined that additional on-site and off-site sampling is required within the underlying limestone bedrock. The additional sampling is scheduled to be conducted during Summer and Fall 2008. The results of these sampling efforts will be presented in a Remedial Investigation (RI) Data Summary that National Grid will submit to the NYSDEC during Spring 2009.

In addition, a Soil Vapor Intrusion Evaluation was conducted during 2007. Based upon review of the data by the NYSDEC and the New York State Department of Health (NYSDOH), there were no site-related soil vapor intrusion issues identified and no further action is required at this time.

Background Information

The former Watertown Gas Works, which operated from approximately 1884 until 1908, heated coal and produced a "manufactured" gas which was utilized for lighting, heating and cooking by Watertown homes and businesses. Manufactured gas was stored in above and below ground tanks on the current site of the City parking lot and Empsall Plaza. The site was redeveloped as F.A. Empsall & Co. Department Store and a parking lot after the former gas works were removed. In 2002, Niagara Mohawk entered into a Voluntary Cleanup Agreement with the NYSDEC in order to evaluate and, where necessary, remediate MGP by-products that may remain at 24 former MGPs sites located throughout New York State. The former Anthony Street property is one of those former MGP sites.



Environmental Investigations Scheduled

RI activities are scheduled for September 2008 in order to further evaluate on-site and off-site conditions, particularly in the off-site bedrock. The data generated during the RI will be used to more fully evaluate on-site and off-site conditions. With oversight from the NYSDEC, contractors from National Grid will complete additional soil borings, and install additional groundwater monitoring wells at and in the vicinity of the parcels that comprise the former MGP site.

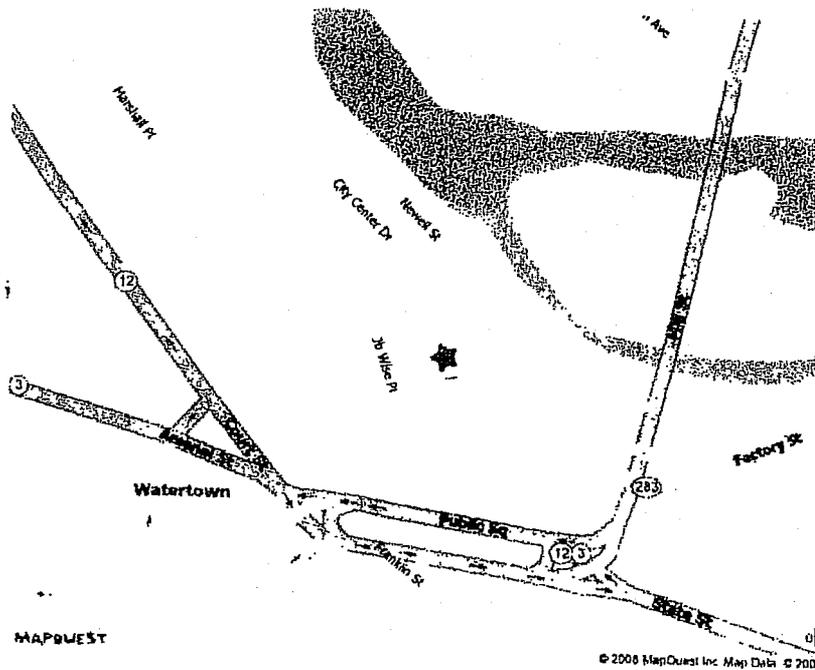
Soil and groundwater samples will be collected and analyzed by a licensed laboratory, and the results will be reported to National Grid and NYSDEC officials for evaluation. The investigation activities are anticipated to take approximately one month to complete, although the schedule may be adjusted depending on field conditions. Following their installation, ground water monitoring wells will be monitored periodically as part of ongoing investigation efforts.

Based on the results of the sampling, National Grid will coordinate with NYSDEC to develop a plan to evaluate and determine the next appropriate step in the investigation.

Work at the site will be conducted in a safe and controlled manner according to the Health and Safety Plan prepared specifically for this project. If other actions are needed in the future, then all work will continue to be monitored to protect workers and nearby businesses and residents.

For More Information

If you would like more information about the planned activities, please contact any of the project representatives listed on the sidebar on the front of this fact sheet. Project documents can be reviewed by contacting Yvonne Reff at the Flower Memorial Library.



The Anthony Street Former MGP site is located next to J.B. Wise Place and the municipal parking lot. National Grid will conduct additional environmental investigations of soil, bedrock and ground water at the site. Results of the investigations will be used to determine if off-site impacts have occurred.

Inside
This brochure will provide information about environmental investigations planned for the Watertown Anthony Street Former MGP site in Watertown. National Grid is working with the NYSDEC to define the nature and extent of any residual MGP-related materials.

National Grid Company
300 Erie Boulevard West
Syracuse, New York 13202

April 8, 2009

Mr. Charles Post
Engineering Geologist
New York State Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau C, 11th Floor
625 Broadway
Albany, NY 12233-7014

Re: RI Data Summary
Watertown (Anthony St.) Non-Owned Former MGP
Site # V004736
Watertown, Jefferson County

Dear Mr. Post:

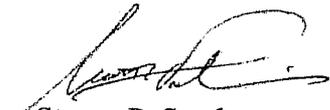
Attached is a data package which provides the results of Remedial Investigation (RI) activities completed in Fall 2008 at the referenced site. This data package includes the following information:

- Table 1 –Summary of Soil Analytical Results: contains analytical results for all soil samples collected at the site to date;
- Table 2 –Summary of Groundwater Analytical Results: contains analytical results for all groundwater samples collected at the site to date;
- Table 3 – Groundwater Elevations: contains measurements of the most recent water level rounds;
- Table 4 – Monitoring Well Construction Details;
- Figure 1 – Investigation Locations: shows the locations of all soil, bedrock, and groundwater investigations completed to date as well as the locations of two geologic cross sections;
- Figure 2 – Geologic Cross-Section A-A’;
- Figure 3 – Geologic Cross-Section B-B’;
- Figure 4 – Water Table Contours for November 12, 2008;

- Figure 5 – Subsurface Soil Analytical Results for all subsurface soil samples collected at the site to date;
- Figure 6 – Groundwater Analytical Results for compounds detected during the most recent groundwater sampling event at each well location; and
- Well construction and soil boring logs.

National Grid is providing this data package to the New York State Department of Environmental Conservation (NYSDEC) in advance of a proposed meeting or conference call with the NYSDEC to discuss the results contained herein. The purpose of the meeting or call would be to discuss potential RI data gaps and National Grid's approach for conducting additional work to address the data gaps. Please contact me at your earliest convenience by phone at (315) 428-5652 or by email at Steven.Stucker@us.ngrid.com so we can set up a meeting or call.

Sincerely,

 for
Steven P. Stucker
Environmental Department

SAP/plf
Attachments

cc: S. Powlin, ARCADIS

Tables

**TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID: Sample Depth (Feet): Date Collected:	Restricted Use SCRs	Restricted Use SCRs	Units	MW-3 0-4 10/17/05	MW-3 4-8 10/18/05	MW-3R 2-4 09/11/08	MW-3R 8-9.9 09/11/08	MW-4R 6-8 09/16/08	MW-5R 12-14 09/09/08	MW-5R 14-15.2 09/09/08	MW-6R 6-10 09/15/08	MW-6R 10-11.9 09/15/08	MW-7 6-8 09/24/08	MW-7R 4-6 09/10/08	MW-7R 6-6.7 09/10/08
Detected Volatile Organics															
1,2,4-Trimethylbenzene	52	190	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,3,5-Trimethylbenzene	52	190	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Butanone	100	500	mg/kg	0.053 U	0.059 U [0.057 U]	0.0053 U	0.0062 U	0.0090	6.7 U	6.0 U	0.0054 U [0.0052 U]	NA	0.0058 U	0.0053 U	0.0053 U
Acetone	100	500	mg/kg	0.053 U	0.059 U [0.057 U]	0.0094 U	0.075 J	0.090	6.7 U	6.0 U	0.026 U [0.030 U]	NA	0.0058 U	0.012 U	0.0076 U
Benzene	4.8	44	mg/kg	0.011 U	0.012 U [0.011 U]	0.0010 U	0.00060 J	0.0052	3.1 J	2.1 J	0.00040 J [0.00090 J]	NA	0.0012 U	0.00050 J	0.0011 U
Carbon Disulfide	--	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.0053 U	0.0062 U	0.0066 U	6.7 U	6.0 U	0.0054 U [0.0052 U]	NA	0.0058 U	0.0053 U	0.0053 U
Chloroform	49	350	mg/kg	0.011 U	0.012 U [0.011 U]	0.0053 U	0.0062 U	0.0066 U	6.7 U	6.0 U	0.0054 U [0.0052 U]	NA	0.00090 J	0.0053 U	0.0053 U
Cyclohexane	--	--	mg/kg	0.011 U	0.012 U [0.011 U]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Ethylbenzene	41	390	mg/kg	0.011 U	0.012 U [0.011 U]	0.0042 U	0.0050 U	0.0053 U	54	50	0.0043 U [0.0042 U]	NA	0.0047 U	0.0042 U	0.0043 U
Isopropylbenzene	--	--	mg/kg	0.011 U	0.012 U [0.011 U]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Methylcyclohexane	--	--	mg/kg	0.011 U	0.012 U [0.011 U]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Methylene Chloride	100	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.0032 U	0.0037 U	0.0040 U	4.0 U	3.6 U	0.0032 U [0.0031 U]	NA	0.0035 U	0.0032 U	0.0032 U
m-Xylene & p-Xylene	--	--	mg/kg	0.011 U	0.012 U [0.011 U]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
n-Butylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
n-Propylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
o-Xylene	--	--	mg/kg	0.011 U	0.012 U [0.011 U]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
p-Isopropyltoluene	--	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
sec-Butylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Styrene	--	--	mg/kg	0.011 U	0.012 U [0.011 U]	0.0053 U	0.0062 U	0.0066 U	0.94 J	8.3	0.0054 U [0.0052 U]	NA	0.0058 U	0.0053 U	0.0053 U
tert-Butylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Tetrachloroethene	19	150	mg/kg	0.011 U	0.012 U [0.011 U]	0.0010 U	0.00070 J	0.0013 U	1.3 U	1.2 U	0.0011 U [0.0010 U]	NA	0.0012 U	0.0011 U	0.0011 U
Toluene	100	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.0053 U	0.0062 U	0.0066 U	6.0 J	13	0.0054 U [0.0052 U]	NA	0.0058 U	0.0053 U	0.0053 U
Total BTEX	--	--	mg/kg	ND	ND [ND]	ND	0.00060 J	0.0052	150 J	170 J	0.00040 J [0.00090 J]	NA	ND	0.00050 J	ND
Total VOCs	--	--	mg/kg	ND	ND [ND]	ND	0.076 J	0.10	150 J	170 J	0.00040 J [0.00090 J]	NA	0.00090 J	0.00050 J	ND
Xylenes (total)	100	500	mg/kg	0.011 U	0.012 U [0.011 U]	0.0053 U	0.0062 U	0.0066 U	87	100	0.0054 U [0.0052 U]	NA	0.0058 U	0.0053 U	0.0053 U
Detected Semivolatile Organics															
2,4-Dimethylphenol	--	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.35 U	0.42 U	0.45 U	23 U	NA	0.37 U [0.36 U]	NA	0.40 U	NA	1.8 U
2-Methylnaphthalene	--	--	mg/kg	0.35 U	0.39 U [0.37 U]	0.042 J	0.010 J	0.19 J	75 J	NA	0.084 J [0.21 J]	NA	0.40 U	NA	0.065 J
4-Methylphenol	100	500	mg/kg	0.35 U	0.39 U [0.37 U]	0.020 J	0.42 U	0.14 J	23 U	NA	0.010 J [0.017 J]	NA	0.40 U	NA	1.8 U
Acenaphthene	100	500	mg/kg	0.35 U	0.39 U [0.37 U]	0.017 J	0.011 J	0.14 J	40 J	NA	0.023 J [0.048 J]	NA	0.42 J	NA	0.054 J
Acenaphthylene	100	500	mg/kg	0.16 J	0.23 J [0.24 J]	0.17 J	0.033 J	0.21 J	4.7 J	NA	0.19 J [0.22 J]	NA	0.21 J	NA	0.21 J
Anthracene	100	500	mg/kg	0.55 J	0.11 J [0.077 J]	0.090 J	0.030 J	0.61	26 J	NA	0.11 J [0.32 J]	NA	0.51	NA	0.18 J
Benzo(a)anthracene	1	5.6	mg/kg	2.0 J	0.68 [0.57]	0.44	0.088	1.5	16 J	NA	0.38 J [1.9 J]	NA	2.7	NA	0.19
Benzo(a)pyrene	1	1	mg/kg	1.3 J	0.92 J [0.95 J]	0.45	0.098	1.7	12 J	NA	0.46 J [1.4 J]	NA	1.9	NA	0.30
Benzo(b)fluoranthene	1	5.6	mg/kg	3.3 J	0.84 J [0.80 J]	0.32	0.067	1.5	7.2 J	NA	0.29 J [0.95 J]	NA	1.5	NA	0.25
Benzo(g,h,i)perylene	100	500	mg/kg	1.3	0.26 J [0.20 J]	0.12 J	0.036 J	0.45 J	6.7 J	NA	0.14 J [0.28 J]	NA	0.62	NA	1.8 U
Benzo(k)fluoranthene	3.9	56	mg/kg	2.8	0.39 J [0.26 J]	0.49	0.098	2.4	11 J	NA	0.47 J [1.8 J]	NA	2.7	NA	0.29
Biphenyl	--	--	mg/kg	0.35 U	0.39 U [0.37 U]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
bis(2-Ethylhexyl)phthalate	--	--	mg/kg	0.38	0.39 U [0.15 J]	0.75	0.79	0.098 J	23 U	NA	0.61 [1.1]	NA	0.14 J	NA	2.0

See Notes on Page 7.

**TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID: Sample Depth (Feet): Date Collected:	Restricted Use SCRs	Restricted Use SCRs	Units	MW-3 0-4 10/17/05	MW-3 4-8 10/18/05	MW-3R 2-4 09/11/08	MW-3R 8-9.9 09/11/08	MW-4R 6-8 09/16/08	MW-5R 12-14 09/09/08	MW-5R 14-15.2 09/09/08	MW-6R 6-10 09/15/08	MW-6R 10-11.9 09/15/08	MW-7 6-8 09/24/08	MW-7R 4-6 09/10/08	MW-7R 6-6.7 09/10/08
Detected Semivolatile Organics (Cont'd.)															
Carbazole	--	--	mg/kg	0.16 J	0.39 UJ [0.37 UJ]	0.016 J	0.42 U	0.20 J	4.6 J	NA	0.033 J [0.040 J]	NA	0.080 J	NA	1.8 U
Chrysene	3.9	56	mg/kg	1.1 JD	0.88 J [0.78 J]	0.47	0.089 J	1.6	14 J	NA	0.45 J [1.9 J]	NA	2.0	NA	0.27 J
Dibenzo(a,h)anthracene	0.33	0.56	mg/kg	0.71	0.18 J [0.16 J]	0.11 J	0.042 U	0.19 J	2.5 J	NA	0.077 [0.18]	NA	0.28	NA	0.18 UJ
Dibenzofuran	59	350	mg/kg	0.053 J	0.39 U [0.37 U]	0.014 J	0.42 U	0.23 J	10 J	NA	0.027 J [0.051 J]	NA	0.040 J	NA	1.8 U
Di-n-Butylphthalate	--	--	mg/kg	0.35 UJ	0.39 UJ [0.37 UJ]	0.35 U	0.42 U	0.45 U	23 UJ	NA	0.37 U [0.36 U]	NA	0.40 U	NA	1.8 U
Fluoranthene	100	500	mg/kg	2.5 JD	0.30 J [0.17 J]	0.32 J	0.11 J	2.8	36 J	NA	0.33 J [2.0 J]	NA	3.3	NA	0.30 J
Fluorene	100	500	mg/kg	0.040 J	0.39 U [0.37 U]	0.35 U	0.42 U	0.29 J	27 J	NA	0.37 U [0.053 J]	NA	0.11 J	NA	1.8 U
Indeno(1,2,3-cd)pyrene	0.5	5.6	mg/kg	1.4	R [0.18 J]	0.14 J	0.033 J	0.54 J	6.1 J	NA	0.16 J [0.38 J]	NA	0.77	NA	0.18 UJ
Naphthalene	100	500	mg/kg	0.13 J	0.39 U [0.37 U]	0.047 J	0.018 J	0.69	230 J	NA	0.076 J [0.30 J]	NA	0.057 J	NA	0.087 J
Phenanthrene	100	500	mg/kg	2.2 J	0.30 J [0.12 J]	0.48	0.083 J	2.0	83 J	NA	0.28 J [2.8 J]	NA	1.4	NA	0.26 J
Pyrene	100	500	mg/kg	4.0 D	1.3 J [1.1 J]	0.71	0.13 J	3.5 J	42 J	NA	0.59 J [3.7 J]	NA	3.2	NA	0.50 J
Total PAHs	--	--	mg/kg	23 J	6.4 J [5.6 J]	4.4 J	0.93 J	20 J	640 J	NA	4.1 J [18 J]	NA	21 J	NA	3.0 J
Total SVOCs	--	--	mg/kg	24 J	6.4 J [5.8 J]	5.2 J	1.7 J	21 J	650 J	NA	4.8 J [20 J]	NA	22 J	NA	5.0 J
Detected Miscellaneous															
Free Cyanide	--	--	mg/kg	NA	NA	0.064 U	0.072 U	0.076	NA	NA	0.067 UJ [0.021 J]	0.0075 J	0.014 J	NA	NA
Total Cyanide	27	27	mg/kg	5.4 J	0.585 U [0.566 U]	1.5	1.2	3.4	NA	NA	0.34 J [0.13 J]	0.1 J	1.5 J	NA	NA

See Notes on Page 7.

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REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID: Sample Depth (Feet): Date Collected:	Restricted Use SCRs	Restricted Use SCRs		SB-01 4-8	SB-01 8-10	SB-02 0-4	SB-02 4-10	SB-03 6-8	SB-03 9-10	SB-04 5-6.3	SB-04 8-8.7	SB-05 2-4	SB-05 6-9	SB-06 6-8	SB-06 8.7-8.8	SB-07 8-10.5	SB-08 13-13.1
	Restricted-R	Commercial	Units	10/17/05	10/17/05	10/17/05	10/17/05	09/09/08	09/08/08	09/09/08	09/09/08	09/09/08	09/09/08	09/09/08	09/09/08	09/09/08	09/09/08
Detected Volatile Organics																	
1,2,4-Trimethylbenzene	52	190	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,3,5-Trimethylbenzene	52	190	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Butanone	100	500	mg/kg	0.074 U	0.44 U	0.067 U	0.068 U	0.0062 U	0.64 U	0.0057 U	0.0056 U	0.0063 U	0.60 U	0.0057 U	0.0061 U	0.0063 U	0.0055 U
Acetone	100	500	mg/kg	0.074 UJ	0.44 J	0.067 UJ	0.068 UJ	0.040 UB	0.64 U	0.061 UB	0.054 UB	0.0063 U	0.60 U	0.0057 U	0.021 UB	0.0063 U	0.018 UB
Benzene	4.8	44	mg/kg	0.015	1.6	0.0010 J	0.11	0.00060 J	0.47	0.0097	0.069	0.0012 U	0.18	0.0011 U	0.0012 U	0.0013 U	0.0011 U
Carbon Disulfide	--	--	mg/kg	0.015 U	0.088 U	0.013 U	0.014 U	0.0062 UJ	0.64 U	0.0013 J	0.0018 J	0.0063 UJ	0.60 U	0.0057 UJ	0.0061 UJ	0.0063 U	0.0055 UJ
Chloroform	49	350	mg/kg	0.015 U	0.088 U	0.013 U	0.014 U	0.0062 U	0.64 U	0.0057 U	0.0056 U	0.0063 U	0.60 U	0.0057 U	0.0061 U	0.0063 U	0.0055 U
Cyclohexane	--	--	mg/kg	0.015 U	0.088 U	0.013 U	0.014	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Ethylbenzene	41	390	mg/kg	0.0011 J	4.5 D	0.0026 J	0.10	0.0015 J	0.39 J	0.0011 J	0.0013 J	0.0050 U	0.81	0.0045 U	0.0049 U	0.0040 J	0.0044 U
Isopropylbenzene	--	--	mg/kg	0.00082 J	0.15	0.0011 J	0.020	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Methylcyclohexane	--	--	mg/kg	0.015 U	0.094	0.068	0.14	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Methylene Chloride	100	500	mg/kg	0.015 U	0.088 U	0.013 U	0.00088 J	0.0037 U	0.38 U	0.0030 J	0.0039	0.0043	0.36 U	0.0034 U	0.0037 U	0.0038 U	0.0017 J
m-Xylene & p-Xylene	--	--	mg/kg	0.0018 J	4.3	0.0033 J	0.089	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
n-Butylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
n-Propylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
o-Xylene	--	--	mg/kg	0.015 U	1.6	0.0012 J	0.012 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
p-Isopropyltoluene	--	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
sec-Butylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Styrene	--	--	mg/kg	0.015 U	0.20	0.013 U	0.014 U	0.0062 U	0.64 U	0.0057 U	0.0027 J	0.0063 U	0.60 U	0.0057 U	0.0061 U	0.0063 U	0.0055 U
tert-Butylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Tetrachloroethene	19	150	mg/kg	0.015 U	0.088 U	0.013 U	0.014 U	0.0012 U	0.13 U	0.0011 U	0.0011 U	0.0012 U	0.12 U	0.0011 U	0.0012 U	0.0013 U	0.0011 U
Toluene	100	500	mg/kg	0.0012 J	4.8 D	0.013 U	0.0022 J	0.0062 U	0.33 J	0.0066	0.031	0.0063 U	0.15 J	0.0057 U	0.0061 U	0.0063 U	0.0055 U
Total BTEX	--	--	mg/kg	0.021 J	21	0.011 J	0.40 J	0.0034 J	1.7 J	0.022 J	0.12 J	ND	3.8 J	ND	ND	0.0091 J	ND
Total VOCs	--	--	mg/kg	0.022 J	22 J	0.081 J	0.58 J	0.0034 J	1.7 J	0.026 J	0.13 J	0.0043	3.8 J	ND	ND	0.0091 J	0.0017 J
Xylenes (total)	100	500	mg/kg	0.0018 J	5.9	0.0045 J	0.10	0.0013 J	0.50 J	0.0041 J	0.019	0.0063 U	2.7	0.0057 U	0.0061 U	0.0051 J	0.0055 U
Detected Semivolatile Organics																	
2,4-Dimethylphenol	--	--	mg/kg	0.49 U	0.86	0.44 U	0.44 U	0.42 U	0.44 U	0.44 U	0.39 U	0.84 U	0.41 U	0.40 U	0.41 U	0.42 U	NA
2-Methylnaphthalene	--	--	mg/kg	0.13 J	130 D	0.49	0.12	0.014 J	0.25 J	0.033 J	0.023 J	0.081 J	0.025 J	0.40 U	0.41 U	0.0085 J	NA
4-Methylphenol	100	500	mg/kg	0.49 U	4.6 U	0.44 U	0.44 U	0.42 U	0.016 J	0.014 J	0.39 U	0.024 J	0.0099 J	0.40 U	0.41 U	0.42 U	NA
Acenaphthene	100	500	mg/kg	0.44 J	69 D	0.29	0.085	0.064 J	0.33 J	0.080 J	0.39 U	0.033 J	0.022 J	0.40 U	0.41 U	0.42 U	NA
Acenaphthylene	100	500	mg/kg	0.084 J	20 J	0.12 J	0.44 U	0.037 J	0.12 J	0.069 J	0.39 U	0.16 J	0.086 J	0.025 J	0.042 J	0.42 U	NA
Anthracene	100	500	mg/kg	0.050 J	65 D	0.34 J	0.12 J	0.14 J	0.39 J	0.26 J	0.019 J	0.35 J	0.55	0.017 J	0.028 J	0.022 J	NA
Benzo(a)anthracene	1	5.6	mg/kg	0.27 J	49 D	0.34 J	0.22 J	0.36	0.78	0.52	0.059	1.1	1.0	0.014 J	0.030 J	0.082	NA
Benzo(a)pyrene	1	1	mg/kg	0.23 J	34 J	0.19 J	0.14 J	0.31	0.82	0.52	0.054	1.3	0.99	0.021 J	0.044	0.088	NA
Benzo(b)fluoranthene	1	5.6	mg/kg	0.30 J	35 J	0.19 J	0.17 J	0.32	0.64	0.33	0.043	1.4	0.91	0.016 J	0.028 J	0.080	NA
Benzo(g,h,i)perylene	100	500	mg/kg	0.49 U	11 J	0.35 J	0.16 J	0.10 J	0.28 J	0.26 J	0.39 U	0.35 J	0.20 J	0.030 J	0.032 J	0.058 J	NA
Benzo(k)fluoranthene	3.9	56	mg/kg	0.098 J	19 J	0.12 J	0.056 J	0.28	0.90	0.47	0.056	1.6	1.1	0.020 J	0.039 J	0.10	NA
Biphenyl	--	--	mg/kg	0.12 J	26 DJ	0.12 J	0.44 U	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
bis(2-Ethylhexyl)phthalate	--	--	mg/kg	0.49 U	4.6 U	0.44 UJ	0.44 UJ	0.28 J	5.2	0.32 J	0.39 U	1.4	1.8	0.39 J	0.57	2.0	NA

See Notes on Page 7.

**TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID: Sample Depth (Feet): Date Collected:	Restricted Use SCRs	Restricted Use SCRs		SB-01 4-8	SB-01 8-10	SB-02 0-4	SB-02 4-10	SB-03 6-8	SB-03 9-10	SB-04 5-6.3	SB-04 8-8.7	SB-05 2-4	SB-05 6-8	SB-06 6-8	SB-06 8.7-8.8	SB-07 8-10.5	SB-08 13-13.1
	Restricted-R	Commercial	Units	10/17/05	10/17/05	10/17/05	10/17/05	09/08/08	09/08/08	09/09/08	09/09/08	09/09/08	09/09/08	09/09/08	09/09/08	09/08/08	09/09/08
Detected Semivolatile Organics (Cont'd.)																	
Carbazole	--	--	mg/kg	0.14 J	28 J	0.15 J	0.075 J	0.049 J	0.20 J	0.078 J	0.39 U	0.084 J	0.059 J	0.40 U	0.41 U	0.42 U	NA
Chrysene	3.9	56	mg/kg	0.43 J	42 JD	0.44 J	0.30 J	0.36 J	0.72	0.55	0.080 J	1.2	0.98	0.029 J	0.032 J	0.076 J	NA
Dibenzo(a,h)anthracene	0.33	0.56	mg/kg	0.49 U	5.6 J	0.44 UJ	R	0.053	0.12	0.081	0.039 U	0.14 J	0.094	0.040 U	0.041 U	0.021 J	NA
Dibenzofuran	59	350	mg/kg	0.21 J	49 D	0.20 J	0.055 J	0.041 J	0.35 J	0.065 J	0.014 J	0.045 J	0.024 J	0.40 U	0.41 U	0.42 U	NA
Di-n-Butylphthalate	--	--	mg/kg	0.49 U	4.6 UJ	0.44 UJ	0.44 UJ	0.42 U	0.44 U	0.44 U	0.39 U	0.84 U	0.41 U	0.40 U	0.41 U	0.42 U	NA
Fluoranthene	100	500	mg/kg	0.32 J	77 D	0.65 J	0.32 J	0.69	1.4	1.2	0.095 J	1.8	1.7	0.038 J	0.072 J	0.14 J	NA
Fluorene	100	500	mg/kg	0.12 J	60 D	0.24 J	0.097 J	0.071 J	0.37 J	0.13 J	0.39 U	0.12 J	0.066 J	0.40 U	0.41 U	0.42 U	NA
Indeno(1,2,3-cd)pyrene	0.5	5.6	mg/kg	0.49 U	11 J	0.24 J	R	0.11	0.29	0.24	0.039 U	0.35 J	0.26	0.015 J	0.017 J	0.055	NA
Naphthalene	100	500	mg/kg	2.9 D	7.10 DJ	2.5	0.71	0.070 J	2.8	0.060 J	0.14 J	0.086 J	0.30 J	0.40 U	0.41 U	0.016 J	NA
Phenanthrene	100	500	mg/kg	0.18 J	250 DJ	1.4 J	0.70 J	0.62	1.1	0.86	0.075 J	1.0	0.40 J	0.0088 J	0.014 J	0.065 J	NA
Pyrene	100	500	mg/kg	0.60	160 D	0.85 J	0.52 J	0.71	1.4	1.2	0.11 J	2.4	2.0	0.040 J	0.089 J	0.13 J	NA
Total PAHs	--	--	mg/kg	6.2 J	1,700 J	8.8 J	3.7 J	4.3 J	13 J	6.9 J	0.75 J	13 J	11 J	0.27 J	0.47 J	0.94 J	NA
Total SVOCs	--	--	mg/kg	6.6 J	1,900 J	9.2 J	3.8 J	4.7 J	18 J	7.3 J	0.77 J	15 J	13 J	0.66 J	1.0 J	2.9 J	NA
Detected Miscellaneous																	
Free Cyanide	--	--	mg/kg	NA	NA	NA	NA	0.053 J	0.3	NA	0.069 U	0.072 U	0.029 J	0.07 U	0.014 J	0.076 U	NA
Total Cyanide	27	27	mg/kg	0.751 U	19	0.714 U	11	4.8	21	NA	1.1	6.2	0.61 U	0.12 J	0.09 J	0.24 J	NA

See Notes on Page 7.

**TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID: Sample Depth (Feet): Date Collected:	Restricted Use SCRs	Restricted Use SCRs		TANK-1 6-8 09/24/08	TANK-2 6-8 09/24/08	TANK-3 6-7.7 09/24/08	TANK-4 6-7.4 09/24/08	TP-1 8.5 05/10/04	TP-3 7.5 05/11/04	TP-3 9.5 05/11/04	TP-4 8.7 05/11/04	TP-5 4.5-5.5 05/12/04	TP-5 6-6.8 05/12/04	TP-6 6.7-6.9 05/12/04	WC-1 09/25/08
	Restricted-R	Commercial	Units												
Detected Volatile Organics															
1,2,4-Trimethylbenzene	52	190	mg/kg	NA	NA	NA	NA	NA	NA	NA	28	NA	NA	NA	NA
1,3,5-Trimethylbenzene	52	190	mg/kg	NA	NA	NA	NA	NA	NA	NA	10	NA	NA	NA	NA
2-Butanone	100	500	mg/kg	0.021	0.0054 U [0.0056 U]	0.0077	0.013	NA	NA	NA	0.42 U	NA	NA	NA	NA
Acetone	100	500	mg/kg	0.22	0.013 UB [0.0056 UB]	0.051	0.089	NA	NA	NA	0.49 UJ	NA	NA	NA	NA
Benzene	4.8	44	mg/kg	0.00090 J	0.00050 J [0.0011 U]	0.0021	0.0014 U	0.00023 U	0.00026 U [0.00027 U]	0.00028 U	0.036 U	0.00025 U	0.00026 U	0.00027 U	NA
Carbon Disulfide	--	--	mg/kg	0.0011 J	0.0054 U [0.0056 U]	0.0061 U	0.0068 U	NA	NA	NA	0.058 UJ	NA	NA	NA	NA
Chloroform	49	350	mg/kg	0.0065 U	0.0054 U [0.00070 J]	0.0061 U	0.0068 U	NA	NA	NA	0.086 U	NA	NA	NA	NA
Cyclohexane	--	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Ethylbenzene	41	390	mg/kg	0.0052 U	0.0043 U [0.0045 U]	0.0048 U	0.0054 U	0.00028 U	0.00032 U [0.00033 U]	0.00034 U	1.5	0.00031 U	0.00032 U	0.00033 U	NA
Isopropylbenzene	--	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	1.2	NA	NA	NA	NA
Methylcyclohexane	--	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Methylene Chloride	100	500	mg/kg	0.0039 U	0.0032 U [0.0034 U]	0.0036 U	0.0041 U	NA	NA	NA	0.093 U	NA	NA	NA	NA
m-Xylene & p-Xylene	--	--	mg/kg	NA	NA	NA	NA	0.00058 U	0.00067 U [0.00068 U]	0.00070 U	8.7	0.00063 U	0.00067 U	0.00068 U	NA
Naphthalene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	2.0	NA	NA	NA	NA
n-Butylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	4.6	NA	NA	NA	NA
n-Propylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	2.7	NA	NA	NA	NA
o-Xylene	--	--	mg/kg	NA	NA	NA	NA	0.00049 U	0.00056 U [0.00057 U]	0.00059 U	0.47 J	0.00053 U	0.00056 U	0.00057 U	NA
p-Isopropyltoluene	--	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	1.2	NA	NA	NA	NA
sec-Butylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	0.81	NA	NA	NA	NA
Styrene	--	--	mg/kg	0.0065 U	0.0054 U [0.0056 U]	0.0061 U	0.0068 U	NA	NA	NA	0.051 U	NA	NA	NA	NA
tert-Butylbenzene	100	500	mg/kg	NA	NA	NA	NA	NA	NA	NA	2.1	NA	NA	NA	NA
Tetrachloroethene	19	150	mg/kg	0.0013 U	0.0011 U [0.0011 U]	0.0012 U	0.0014 U	NA	NA	NA	0.049 U	NA	NA	NA	NA
Toluene	100	500	mg/kg	0.0065 U	0.0054 U [0.0056 U]	0.0061 U	0.0068 U	0.00029 U	0.00034 U [0.00034 U]	0.00035 U	0.058 U	0.00032 U	0.00034 U	0.00034 U	NA
Total BTEX	--	--	mg/kg	0.00090 J	0.00050 J [ND]	0.0021	ND	ND	ND [ND]	ND	10	ND	ND	ND	NA
Total VOCs	--	--	mg/kg	0.24 J	0.00050 J [0.00070 J]	0.061	0.10	ND	ND [ND]	ND	63 J	ND	ND	ND	NA
Xylenes (total)	100	500	mg/kg	0.0065 U	0.0054 U [0.0056 U]	0.0061 U	0.0068 U	NA	NA	NA	NA	NA	NA	NA	NA
Detected Semivolatile Organics															
2,4-Dimethylphenol	--	--	mg/kg	0.88 U	3.8 U [3.9 U]	0.41 U	0.46 U	NA	NA	NA	0.021 U	NA	NA	NA	NA
2-Methylnaphthalene	--	--	mg/kg	0.51 J	0.55 J [3.9 U]	0.093 J	0.16 J	0.064 U	0.072 J [0.46]	0.0077 U	2.1	0.81 J	1.9 J	0.14 J	NA
4-Methylphenol	100	500	mg/kg	0.88 U	3.8 U [3.9 U]	0.41 U	0.46 U	NA	NA	NA	0.018 U	NA	NA	NA	NA
Acenaphthene	100	500	mg/kg	1.1	2.0 J [0.31 J]	0.28 J	0.45 J	0.082 U	0.046 J [0.40 J]	0.068 J	0.0086 U	1.9 J	2.5	0.23 J	NA
Acenaphthylene	100	500	mg/kg	0.98	5.1 [2.1 J]	0.12 J	0.044 J	0.11 U	0.013 U [0.26 J]	0.013 U	0.012 U	0.26 J	1.4 J	0.42 J	NA
Anthracene	100	500	mg/kg	2.3	19 J [5.2 J]	0.53	0.68	0.089 U	0.052 J [1.3 J]	0.13 J	0.044 J	5.6 J	6.9	1.8	NA
Benzo(a)anthracene	1	5.6	mg/kg	6.9	30 [26]	0.90	1.3	0.056 U	0.083 J [1.7 J]	0.18 J	0.049 J	6.3 J	12	2.8	NA
Benzo(a)pyrene	1	1	mg/kg	6.0	22 [19]	0.59	0.92	0.064 U	0.072 J [1.2 J]	0.14 J	0.045 J	5.4 J	12	2.2	NA
Benzo(b)fluoranthene	1	5.6	mg/kg	4.9	22 [15]	0.40	0.61	0.20 U	0.053 J [1.1 J]	0.12 J	0.041 J	5.3 J	14	2.4	NA
Benzo(g,h,i)perylene	100	500	mg/kg	1.8	6.5 [4.4]	0.26 J	0.38 J	0.16 U	0.019 U [0.51]	0.071 J	0.017 U	2.6	4.8	0.96	NA
Benzo(k)fluoranthene	3.9	56	mg/kg	8.0	22 [25]	0.59	0.76	0.13 U	0.055 J [0.79]	0.085 J	0.040 J	2.3	16.2	1.0	NA
Biphenyl	--	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
bis(2-Ethylhexyl)phthalate	--	--	mg/kg	0.23 J	2.3 J [1.2 J]	0.17 J	0.46 U	NA	NA	NA	0.13 J	NA	NA	NA	NA

See Notes on Page 7.

**TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID: Sample Depth (Feet): Date Collected:	Restricted Use SCRs	Restricted Use SCRs Commercial	Units	TANK-1 6-8 09/24/08	TANK-2 6-8 09/24/08	TANK-3 6-7.7 09/24/08	TANK-4 6-7.4 09/24/08	TP-1 8/5 05/10/04	TP-3 7.5 05/11/04	TP-3 9.5 05/11/04	TP-4 8/7 05/11/04	TP-5 4.5-5.5 05/12/04	TP-5 6-6.8 05/12/04	TP-6 6.7-6.9 05/12/04	WC-1 09/25/08
Detected Semivolatile Organics (Cont'd.)															
Carbazole	--	--	mg/kg	0.55 J	3.7 J [0.52 J]	0.14 J	0.14 J	NA	NA	NA	NA	NA	NA	NA	NA
Chrysene	3.9	56	mg/kg	5.6	24 [20]	0.82	1.2	0.12 U	0.094 J [1.6 J]	0.16 J	0.062 J	6.3	11	2.3	NA
Dibenzo(a,h)anthracene	0.33	0.56	mg/kg	1.0	2.6 [3.0]	0.10	0.18	0.11 U	0.012 U [0.086 J]	0.013 U	0.011 U	0.32 J	1.5 J	0.15 J	NA
Dibenzofuran	59	350	mg/kg	0.65 J	5.9 [0.46 J]	0.17 J	0.14 J	NA	NA	NA	0.013 U	NA	NA	NA	NA
Di-n-Butylphthalate	--	--	mg/kg	0.88 U	3.8 U [3.9 U]	0.41 U	0.46 U	NA	NA	NA	0.40	NA	NA	NA	NA
Fluoranthene	100	500	mg/kg	8.3	55 [34]	1.6	2.0	0.052 U	0.18 J [4.3 DJ]	0.37 J	0.15 J	15 J	24 D	6.4 D	NA
Fluorene	100	500	mg/kg	1.5	9.1 [1.1 J]	0.36 J	0.42 J	0.11 U	0.054 J [0.83]	0.080 J	0.045 J	2.6	6.0	0.63	NA
Indeno(1,2,3-cd)pyrene	0.5	5.6	mg/kg	2.3	7.9 [5.8]	0.28	0.40	0.090 U	0.010 U [0.52]	0.063 J	0.0094 U	2.4	4.4	0.99	NA
Naphthalene	100	500	mg/kg	2.6	1.4 J [0.54 J]	0.16 J	0.33 J	0.081 U	0.40 J [1.2 J]	0.13 J	1.3	1.5 J	15 D	0.67	NA
Phenanthrene	100	500	mg/kg	6.1	58 J [15 J]	2.1	2.7	0.084 U	0.21 J [5.2 DJ]	0.45	0.21 J	18 D	25 D	3.9 D	NA
Pyrene	100	500	mg/kg	9.5	52 [34]	1.7	2.8	0.067 U	0.16 J [3.2 J]	0.34 J	0.12 J	14 J	19 D	4.9 D	NA
Total PAHs	--	--	mg/kg	69 J	340 J [210 J]	11 J	15 J	ND	1.5 J [25 J]	2.4 J	4.2 J	91 J	170 J	32 J	NA
Total SVOCs	--	--	mg/kg	71 J	350 J [210 J]	11 J	16 J	ND	1.5 J [25 J]	2.4 J	4.7 J	91 J	170 J	32 J	NA
Detected Miscellaneous															
Free Cyanide	--	--	mg/kg	0.055 J	0.023 J [0.014 J]	0.077 U	0.025 J	NA	NA	NA	NA	NA	NA	NA	25 U
Total Cyanide	27	27	mg/kg	16.3 J	6.8 J [0.54 J]	4.7 J	0.7 UJ	0.566 U	0.653 U [0.654 U]	0.687 U	0.597 U	0.619 U	0.651 U	0.661 U	NA

See Notes on Page 7.

**TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Lab Qualifiers	Definition
B	Analyte was also detected in the associated method blank.
D	Compound quantitated using a secondary dilution.
J	Indicates an estimated value.
ND	None detected.
R	Rejected.
U	The compound was analyzed for but not detected. The associated value is the compound quantitation limit.

Shading indicates that the sample result exceeds the Restricted Use SCO Restricted-Residential.
 Bold font indicates that the sample result exceeds the Restricted Use SCO Commercial.

**TABLE 2
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID: Date Collected:	NYSDEC TOGS 1,1,1	Units	MW-1 10/27/05	MW-1-CU 06/27/06	MW-1-STL 06/27/06	MW-2 10/27/05	MW-2 10/15/08	MW-3R 10/15/08	MW-4R 10/16/08	MW-4R (Buried Vessel) 09/16/08	MW-5R 10/15/08	MW-6R 10/16/08	MW-7R 10/16/08
Volatile Organics													
1,1,1-Trichloroethane	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
1,1,2,2-Tetrachloroethane	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	100 U	100 U	1.0 U	1.0 U [1.0 U]
1,1,2-trichloro-1,2,2-trifluoroethane	5	ug/L	10 U	NA	NA	10 U [10 UJ]	NA	NA	NA	NA	NA	NA	NA
1,1,2-Trichloroethane	1	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	300 U	100 U	1.0 U	1.0 U [1.0 U]
1,1-Dichloroethane	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
1,1-Dichloroethene	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	200 U	100 U	1.0 U	1.0 U [1.0 U]
1,2,4-Trichlorobenzene	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	NA	100 U	1.0 U	1.0 U [1.0 U]
1,2-Dibromo-3-chloropropane	0.04	ug/L	10 U	NA	NA	10 U [10 UJ]	NA	NA	NA	NA	NA	NA	NA
1,2-Dibromoethane	--	ug/L	10 U	NA	NA	10 U [10 UJ]	NA	NA	NA	NA	NA	NA	NA
1,2-Dichlorobenzene	3	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	NA	100 U	1.0 U	1.0 U [1.0 U]
1,2-Dichloroethane	0.6	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	200 U	100 U	1.0 U	1.0 U [1.0 U]
1,2-Dichloropropane	1	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	100 U	100 U	1.0 U	1.0 U [1.0 U]
1,3-Dichlorobenzene	3	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	NA	100 U	1.0 U	1.0 U [1.0 U]
1,4-Dichlorobenzene	3	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	NA	100 U	1.0 U	1.0 U [1.0 U]
2-Butanone	--	ug/L	50 U	NA	NA	50 U [50 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
2-Hexanone	50	ug/L	50 U	NA	NA	50 U [50 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
4-Methyl-2-pentanone	--	ug/L	50 U	NA	NA	50 U [50 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Acetone	50	ug/L	50 UJ	NA	NA	50 UJ [50 UJ]	5.0 U	5.0 U	50 U	500 U	500 U	5.0 U	5.0 U [5.0 U]
Benzene	1	ug/L	10 U	NA	NA	4.0 U [4.0 U]	4.3	1.0 U	1,200	69 U	3,800	1.0 U	1.0 U [1.0 U]
Bromodichloromethane	50	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	100 U	100 U	1.0 U	1.0 U [1.0 U]
Bromoform	50	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	400 U	100 U	1.0 U	1.0 U [1.0 U]
Bromomethane	5	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Carbon Disulfide	--	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Carbon Tetrachloride	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	200 U	100 U	1.0 U	1.0 U [1.0 U]
Chlorobenzene	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Chloroethane	5	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Chloroform	7	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	2.4 J	500 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Chloromethane	--	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
cis-1,2-Dichloroethene	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
cis-1,3-Dichloropropene	0.4	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Cyclohexane	--	ug/L	10 U	NA	NA	10 U [10 UJ]	NA	NA	NA	NA	NA	NA	NA
Dibromochloromethane	50	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Dichlorodifluoromethane	5	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	NA	NA	NA	NA	NA	NA	NA
Ethylbenzene	5	ug/L	10 U	NA	NA	10 U [10 UJ]	0.90 J	1.0 U	510	2,800	2,000	1.0 U	1.0 U [1.0 U]
Isopropylbenzene	5	ug/L	10 U	NA	NA	10 U [10 UJ]	NA	NA	NA	NA	NA	NA	NA
Methyl acetate	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	NA	NA	NA	NA	NA	NA	NA
Methyl tert-butyl ether	--	ug/L	10 U	NA	NA	10 U [10 UJ]	NA	NA	NA	NA	NA	NA	NA
Methylcyclohexane	--	ug/L	10 U	NA	NA	10 U [10 UJ]	NA	NA	NA	NA	NA	NA	NA
Methylene Chloride	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	300 U	100 U	1.0 U	1.0 U [1.0 U]
m-Xylene & p-Xylene	--	ug/L	10 U	NA	NA	0.50 U [10 UJ]	NA	NA	NA	NA	NA	NA	NA
o-Xylene	--	ug/L	10 U	NA	NA	10 U [10 UJ]	NA	NA	NA	NA	NA	NA	NA
Styrene	5	ug/L	10 U	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	10 U	500 U	1,700	1.0 U	1.0 U [1.0 U]

See Notes on Page 4.

**TABLE 2
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID: Date Collected:	NYSDEC TOGS 1:1:1	Units	MW-1 10/27/05	MW-1-CU 06/27/06	MW-1-STL 06/27/06	MW-2 10/27/05	MW-2 10/15/08	MW-3R 10/15/08	MW-4R 10/16/08	MW-4R (Buried Vessel) 09/16/08	MW-5R 10/15/08	MW-6R 10/16/08	MW-7R 10/16/08
Volatile Organics (Cont'd.)													
Tetrachloroethene	5	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	15	10 U	100 U	100 U	9.8	5.4 [5.4]
Toluene	5	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	49	9,200	9,700	1.0 U	1.0 U [1.0 U]
Total VOCs	--	ug/L	ND	NA	NA	4.0 J [4.0 J]	5.5 J	35	2,200 J	31,000 J	22,000	23	17 [17]
trans-1,2-Dichloroethene	5	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
trans-1,3-Dichloropropene	0.4	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Trichloroethene	5	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	10 U	100 U	100 U	1.0 U	1.0 U [1.0 U]
Trichlorofluoromethane	5	ug/L	10 U	NA	NA	10 U [10 U]	NA	NA	NA	NA	NA	NA	NA
Vinyl Chloride	2	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	10 U	500 U	100 U	1.0 U	1.0 U [1.0 U]
Xylenes (total)	5	ug/L	20 U	NA	NA	20 U [20 U]	0.30 J	1.0 U	480	19,000	4,800	1.0 U	1.0 U [1.0 U]
Total BTEX	--	ug/L	ND	NA	NA	4.0 J [4.0 J]	5.5 J	ND	2,200	31,000 J	20,000	ND	ND [ND]
Semivolatile Organics													
2,4,5-Trichlorophenol	1	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
2,4,6-Trichlorophenol	1	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
2,4-Dichlorophenol	5	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
2,4-Dimethylphenol	50	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	100	23 J	10 U	10 U [10 U]
2,4-Dinitrophenol	10	ug/L	20 UJ	NA	NA	21 UJ [20 UJ]	30 U	30 U	61 U	60 U	300 U	30 U	32 U [30 U]
2,4-Dinitrotoluene	5	ug/L	10 U	NA	NA	10 U [10 U]	2.0 U	2.0 U	4.0 U	4.0 U	20 U	2.0 U	2.1 U [2.0 U]
2,6-Dinitrotoluene	5	ug/L	10 U	NA	NA	10 U [10 U]	2.0 U	2.0 U	4.0 U	4.0 U	20 U	2.0 U	2.1 U [2.0 U]
2-Chloronaphthalene	10	ug/L	10 U	NA	NA	10 U [1.8 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
2-Chlorophenol	1	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
2-Methylnaphthalene	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	10 U	10 U	9.6 J	110	340	10 U	10 U [10 U]
2-Methylphenol	--	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	280	100 U	10 U	10 U [10 U]
2-Nitroaniline	5	ug/L	10 U	NA	NA	10 U [10 U]	20 U	20 U	40 U	40 U	200 U	20 U	21 U [20 U]
2-Nitrophenol	--	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
3,3'-Dichlorobenzidine	5	ug/L	20 UJ	NA	NA	21 UJ [20 UJ]	20 U	20 U	40 U	40 U	200 U	20 U	21 U [20 U]
3-Nitroaniline	5	ug/L	10 U	NA	NA	10 U [10 U]	20 U	20 U	40 U	40 U	200 U	20 U	21 U [20 U]
4,6-Dinitro-2-methylphenol	--	ug/L	20 UJ	NA	NA	21 UJ [20 UJ]	30 U	30 U	61 U	60 U	300 U	30 U	32 U [30 U]
4-Bromophenyl-phenylether	--	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
4-Chloro-3-Methylphenol	--	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
4-Chloroaniline	5	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
4-Chlorophenyl-phenylether	--	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
4-Methylphenol	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	10 U	10 U	20 U	54	17 J	10 U	10 U [10 U]
4-Nitroaniline	5	ug/L	10 U	NA	NA	10 U [10 U]	20 U	20 U	40 U	40 U	200 U	20 U	21 U [20 U]
4-Nitrophenol	--	ug/L	20 U	NA	NA	21 U [20 U]	30 U	30 U	61 U	60 U	300 U	30 U	32 U [30 U]
Acenaphthene	20	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	4.3 J	20 U	70 U	10 U	10 U [10 U]
Acenaphthylene	--	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	69 J	10 U	10 U [10 U]
Acetophenone	--	ug/L	10 U	NA	NA	10 U [10 U]	NA	NA	NA	NA	NA	NA	NA
Anthracene	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	10 U	10 U	20 U	20 U	11 J	10 U	10 U [10 U]
Atrazine	--	ug/L	10 U	NA	NA	10 U [10 U]	NA	NA	NA	NA	NA	NA	NA
Benzaldehyde	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	NA	NA	NA	NA	NA	NA	NA
Benzo(a)anthracene	0.002	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]

See Notes on Page 4.

**TABLE 2
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID: Date Collected:	NYSDEC TOGS 1:1:1	Units	MW-1 10/27/05	MW-1-CU 06/27/06	MW-1-STL 06/27/06	MW-2 10/27/05	MW-2 10/15/08	MW-3R 10/15/08	MW-4R 10/16/08	MW-4R (Buried Vessel) 09/16/08	MW-5R 10/15/08	MW-6R 10/16/08	MW-7R 10/16/08
Semivolatile Organics (Cont'd.)													
Benzo(a)pyrene	--	ug/L	10 UJ	NA	NA	10 U [10 UJ]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
Benzo(b)fluoranthene	0.002	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
Benzo(g,h,i)perylene	--	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Benzo(k)fluoranthene	0.002	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
Biphenyl	--	ug/L	10 U	NA	NA	10 U [10 U]	NA	NA	NA	NA	NA	NA	NA
bis(2-Chloroethoxy)methane	5	ug/L	10 U	NA	NA	10 U [1.3 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
bis(2-Chloroethyl)ether	1	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
bis(2-Chloroisopropyl)ether	--	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
bis(2-Ethylhexyl)phthalate	5	ug/L	10 U	NA	NA	1.9 J [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Butylbenzylphthalate	50	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Caprolactam	--	ug/L	10 U	NA	NA	10 U [10 U]	NA	NA	NA	NA	NA	NA	NA
Carbazole	--	ug/L	10 U	NA	NA	0.85 [10 U]	10 U	10 U	3.6 J	1.2 J	100 J	10 U	10 U [10 U]
Chrysene	0.002	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Dibenzo(a,h)anthracene	--	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
Dibenzofuran	--	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	20 J	10 U	10 U [10 U]
Diethylphthalate	50	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Dimethylphthalate	50	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Di-n-Butylphthalate	50	ug/L	10 UJ	NA	NA	1.6 J [10 UJ]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Di-n-Octylphthalate	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Fluoranthene	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Fluorene	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	10 U	10 U	1.3 J	20 U	41 J	10 U	10 U [10 U]
Hexachlorobenzene	0.04	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
Hexachlorobutadiene	0.5	ug/L	10 U	NA	NA	10 U [10 U]	2.0 U	2.0 U	4.0 U	4.0 U	20 U	2.0 U	2.1 U [2.0 U]
Hexachlorocyclopentadiene	5	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Hexachloroethane	5	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
Indeno(1,2,3-cd)pyrene	0.002	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
Isophorone	50	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Naphthalene	10	ug/L	10 U	NA	NA	10 U [10 U]	4.3 J	10 U	430	440	1,700	10 U	10 U [10 U]
Nitrobenzene	0.4	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
N-Nitroso-di-n-propylamine	--	ug/L	10 U	NA	NA	10 U [10 U]	1.0 U	1.0 U	2.0 U	2.0 U	10 U	1.0 U	1.0 U [1.0 U]
N-Nitrosodiphenylamine	50	ug/L	10 UJ	NA	NA	10 UJ [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Pentachlorophenol	--	ug/L	20 UJ	NA	NA	21 UJ [20 UJ]	30 U	30 U	61 U	60 U	300 U	30 U	32 U [30 U]
Phenanthrene	50	ug/L	10 UJ	NA	NA	10 UJ [10 UJ]	10 U	10 U	6.9 J	1.8 J	36 J	10 U	10 U [10 U]
Phenol	1	ug/L	10 U	NA	NA	10 U [10 U]	10 UJ	10 UJ	2.3 J	17 J	100 UJ	10 UJ	10 UJ [10 UJ]
Pyrene	50	ug/L	10 U	NA	NA	10 U [10 U]	10 U	10 U	20 U	20 U	100 U	10 U	10 U [10 U]
Total PAHs	--	ug/L	ND	NA	NA	ND [ND]	4.3 J	ND	450 J	550 J	2,300 J	ND	ND [ND]
Total SVOCs	--	ug/L	ND	NA	NA	4.4 J [ND]	4.3 J	ND	460 J	1,000 J	2,400 J	ND	ND [ND]
Miscellaneous													
Free Cyanide	--	ug/L	NA	4.6 [5.2]	NA	NA	5 J	10 U	10 U	NA	3 J	2 J	10 U [2 J]
Total Cyanide	200	ug/L	744	406 [424]	350 [370]	98 [91]	90	2.5 J	10 U	NA	98	10 U	3.1 J [3.1 J]

See Notes on Page 4.

TABLE 2
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
REMEDIAL INVESTIGATION

NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK

Qualifier Type	Lab Qualifiers	Definition
Inorganic	J	Indicates an estimated value.
Inorganic	U	The compound was analyzed for but not detected. The associated value is the compound quantitation limit.
Organic	J	Indicates an estimated value.
Organic	ND	None detected.
Organic	U	The compound was analyzed for but not detected. The associated value is the compound quantitation limit.

Shaded values indicate the result exceeds New York State Technical and Operational Guidance Series (1.1.1) Standards or Guidance Values.

**TABLE 3
GROUNDWATER ELEVATIONS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Well ID	Ref. Point Elevation (ft. AMSL)	Depth to Water (ft)		Groundwater Elevation (ft. AMSL)	
		10/15/2008	11/12/2008	10/15/2008	11/12/2008
MW-1	444.39	7.59	6.00	436.80	438.39
MW-2	444.35	5.81	5.56	438.54	438.79
MW-3	445.42	dry	7.45	NA	437.97
MW-3R	445.33	23.06	23.04	422.27	422.29
MW-4R	444.33	22.28	22.27	422.05	422.06
MW-5R	444.06	22.07	22.00	421.99	422.06
MW-6R	444.25	22.08	22.07	422.17	422.18
MW-7	443.93	dry	dry	NA	NA
MW-7R	443.12	21.44	21.48	421.68	421.64
Black River Tailrace at Mill St. Bridge	444.77	NA	34.85	NA	409.92
Black River at Mill St. Bridge	445.46	NA	48.20	NA	397.26

Notes:

AMSL = above mean sea level.

Reference point for all wells is the top of inner casing, referenced to NGVD 1988.

NA = Not available.

**TABLE 4
MONITORING WELL CONSTRUCTION DETAILS
REMEDIAL INVESTIGATION**

**NATIONAL GRID
WATERTOWN (ANTHONY STREET) NON-OWNED FORMER MGP SITE
WATERTOWN, NEW YORK**

Location ID	Date Completed	Well Diameter (in.)	Casing/Screen Type	Screen Slot Size (in.)	Screen Length (ft.)	Sump Length (ft.)	Depth to Screened Interval (ft. bgs)		Total Well Depth (ft. bgs)
							Top	Bottom	
MW-1	10/17/05	2	PVC	0.01	5.0	0.5	3.0	8.0	8.5
MW-2	10/17/05	2	PVC	0.01	5.0	0.5	3.0	8.0	8.5
MW-3	10/18/05	2	PVC	0.01	5.0	0.5	3.2	8.2	8.7
MW-3R	9/23/08	2	PVC	0.02	10.0	NS	14.4	24.4	24.4
MW-4R	9/26/08	2	PVC	0.02	20.0	4.9	20.0	40.0	44.9
MW-5R	9/26/08	2	PVC	0.02	20.0	4.6	20.0	40.0	44.6
MW-6R	9/26/08	2	PVC	0.02	20.0	5.0	20.0	40.0	45.0
MW-7	9/24/08	2	PVC	0.02	5.0	NS	3.0	8.0	8.0
MW-7R	9/26/08	2	PVC	0.02	20.0	5.0	20.0	40.0	45.0

Notes:

ft. bgs = feet below ground surface.

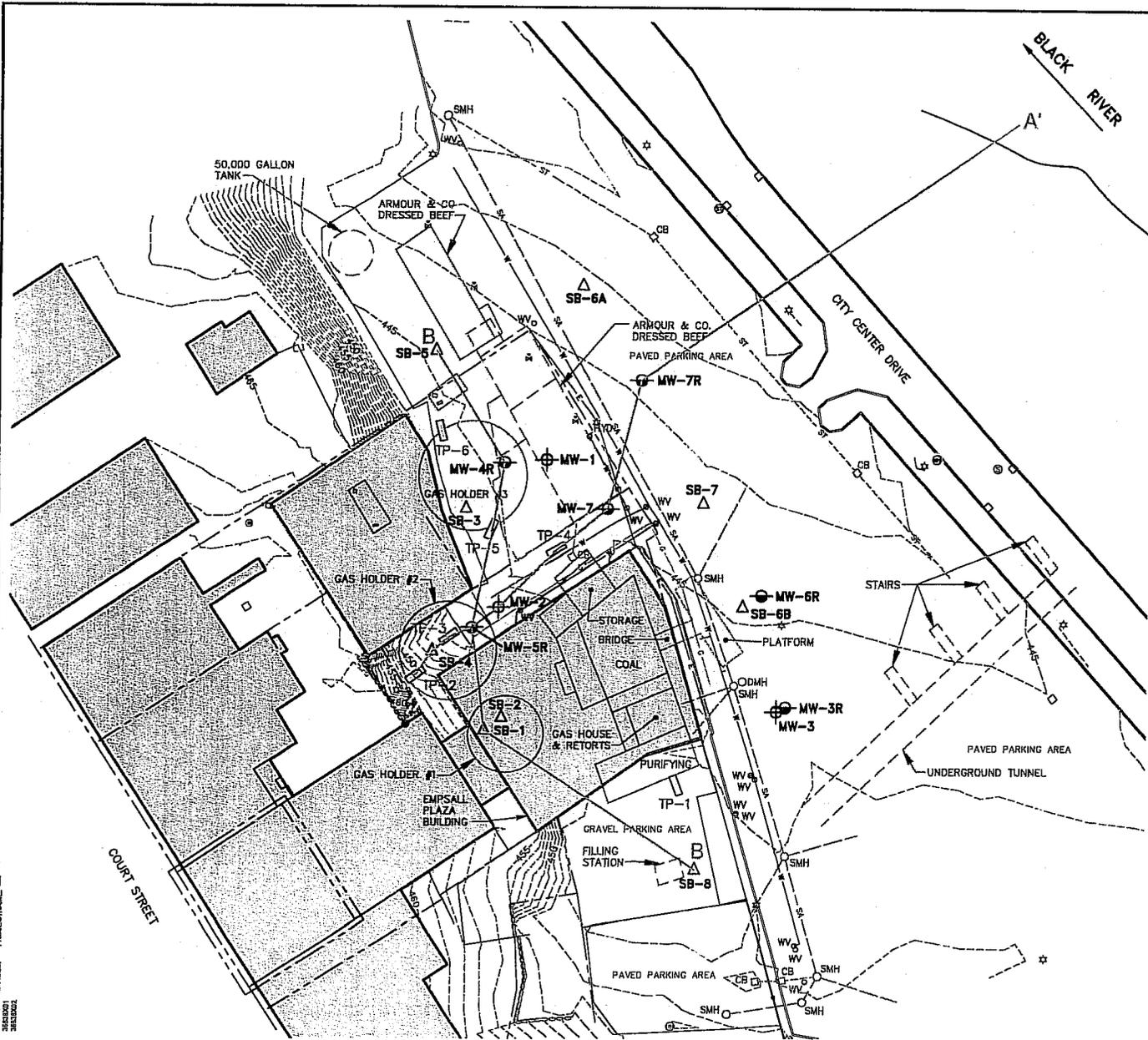
MP = Measuring point.

NS = No sump installed at this location.

Depths given in feet below ground surface (ft. bgs).

Figures

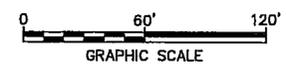
CITY OF WATERTOWN, NEW YORK, DIVISION OF PUBLIC WORKS, 100 STATE STREET, WATERTOWN, NEW YORK 13155
 PROJECT: WATERTOWN, NEW YORK, FORMER MGP SITE, REMEDIAL INVESTIGATION, INVESTIGATION LOCATIONS
 DRAWN BY: J. B. BROWN, DATE: 04/05/04, FILE # 103-218, UPDATED WITH SURVEY DONE BY C.T. MALE ON 11/12/08.
 CHECKED BY: J. B. BROWN, DATE: 04/05/04, FILE # 103-218, UPDATED WITH SURVEY DONE BY C.T. MALE ON 11/12/08.
 PROJECT MANAGER: J. B. BROWN
 PREPARED BY: C.A.S./P.F./M.A.B./D. PLATTNER, 4/20/04 2:52 PM, BY: STOWELL, GARY



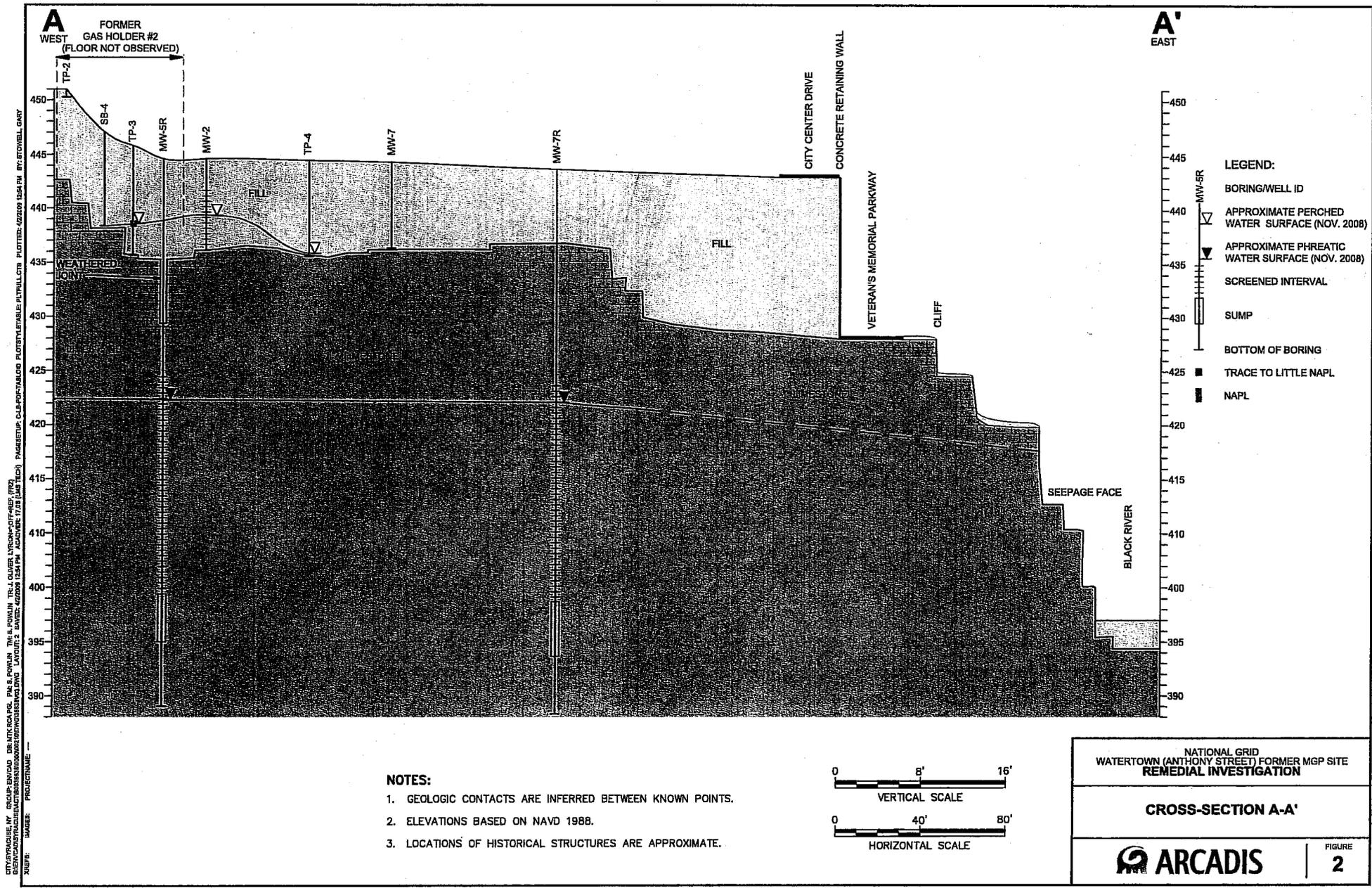
LEGEND:

	SOIL BORING
	OVERBURDEN MONITORING WELL
	BEDROCK MONITORING WELL
	TEST PIT LOCATION
	CATCH BASIN
	MANHOLE (MAY BE SANITARY OR STORM)
	MANHOLE (STORM)
	MANHOLE (SANITARY)
	WATER VALVE
	LIGHT POLE
	FOUND IRON PIPE
	FIRE HYDRANT
	PROPERTY LINE
	STRUCTURES FROM 1902 AND 1949 SANBORN MAPS ALL LOCATIONS ARE APPROXIMATE
	ELECTRIC LINE
	GAS LINE
	WATER LINE
	STORM SEWER LINE
	SANITARY SEWER LINE
	CROSS-SECTION LOCATION

- NOTES:**
- ALL HISTORICAL FEATURES ARE FROM SANBORN MAPS PROVIDED BY THE SANBORN LIBRARY, LLC PRODUCED BY ENVIRONMENTAL DATA RESOURCES, INC. (EDR).
 - BASE MAP IS FROM A SURVEY DONE BY WCT SURVEYORS, P.C., CANTON, NEW YORK ON APRIL 5, 2004, FILE # 103-218. UPDATED WITH SURVEY DONE BY C.T. MALE ON 11/12/08.
 - ELEVATIONS SHOWN ARE BASED ON NAVD 88 DATUM AS DETERMINED FROM STATIC GPS OBSERVATIONS AS PROCESSED BY THE NATIONAL GEODETIC SURVEY OPUS PROGRAM.
 - LOCATIONS OF ALL HISTORICAL FEATURES ARE APPROXIMATE.



NATIONAL GRID WATERTOWN (ANTHONY STREET) FORMER MGP SITE REMEDIAL INVESTIGATION	
INVESTIGATION LOCATIONS	
	FIGURE 1



CITY: SPRINGFIELD, ILL. PROJECT: WATERTOWN (ANTHONY STREET) FORMER MGP SITE REMEDIAL INVESTIGATION. CROSS-SECTION A-A'. DATE: 11/11/08. DRAWN BY: J. OLIVER. CHECKED BY: J. OLIVER. PLOTTER: 42200 1254 PM. BY: STOWELL, DARYL.

CONTRACTOR: BROWN & CALDWELL, INC. PROJECT: WATERTOWN (ANTHONY STREET) FORMER MGP SITE REMEDIAL INVESTIGATION
 DATE: 10/16/2008
 DRAWING NO.: 10/16/2008-01
 SCALE: AS SHOWN
 PROJECT NAME: WATERTOWN (ANTHONY STREET) FORMER MGP SITE REMEDIAL INVESTIGATION
 DRAWN BY: J. W. [unreadable]
 CHECKED BY: [unreadable]
 APPROVED BY: [unreadable]

MW-4R	
Date	10/16/2008
VOCs	
Benzene	1200
Chloroform	2.4 J
Ethylbenzene	510
Toluene	49
Xylenes (total)	480
SVOCs	
2-Methylnaphthalene	9.6 J
Acenaphthene	4.3 J
Carbazole	3.6 J
Fluorene	1.3 J
Naphthalene	430
Phenanthrene	6.9 J
Phenol	2.3 J

MW-5R	
Date	10/15/2008
VOCs	
Benzene	3800
Ethylbenzene	2000
Styrene	1700
Toluene	9700
Xylenes (total)	4800
SVOCs	
2,4-Dimethylphenol	23 J
2-Methylnaphthalene	340
4-Methylphenol	17 J
Acenaphthene	70 J
Acenaphthylene	69 J
Anthracene	11 J
Carbazole	100 J
Dibenzofuran	20 J
Fluorene	41 J
Naphthalene	1700
Phenanthrene	36 J
Inorganics	
Free Cyanide	3 J
Total Cyanide	98

MW-1	
Date	6/27/2006
Inorganics	
Free Cyanide	4.6 [5.2]
Total Cyanide	406 [421]

MW-7R	
Date	10/16/2008
VOCs	
Chloroform	12 [12]
Tetrachloroethene	5.4 [5.4]
Inorganics	
Free Cyanide	10 U [2 J]
Total Cyanide	3.1 J [3.1 J]

MW-6R	
Date	10/16/2008
VOCs	
Chloroform	13
Tetrachloroethene	9.8
Inorganics	
Free Cyanide	2 J

MW-3R	
Date	10/15/2008
VOCs	
Chloroform	20
Tetrachloroethene	15
Inorganics	
Total Cyanide	2.5 J

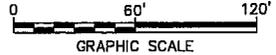
MW-2	
Date	10/15/2008
VOCs	
Benzene	4.3
Ethylbenzene	0.90 J
Xylenes (total)	0.30 J
SVOCs	
Naphthalene	4.3 J
Inorganics	
Free Cyanide	5 J
Total Cyanide	90

LEGEND:

- △ SOIL BORING
- ⊕ OVERBURDEN MONITORING WELL
- ⊙ BEDROCK MONITORING WELL
- TEST PIT LOCATION
- CATCH BASIN
- ⊙ MANHOLE (MAY BE SANITARY OR STORM)
- ⊙ MANHOLE (STORM)
- ⊙ MANHOLE (SANITARY)
- ⊙ WATER VALVE
- ☆ LIGHT POLE
- ⊙ FOUND IRON PIPE
- ⊙ FIRE HYDRANT
- PROPERTY LINE
- STRUCTURES FROM 1902 AND 1949 SANBORN MAPS ALL LOCATIONS ARE APPROXIMATE
- E --- ELECTRIC LINE
- G --- GAS LINE
- W --- WATER LINE
- ST --- STORM SEWER LINE
- SA --- SANITARY SEWER LINE

NOTES:

- ALL HISTORICAL FEATURES ARE FROM SANBORN MAPS PROVIDED BY THE SANBORN LIBRARY, INC. PRODUCED BY ENVIRONMENTAL DATA RESOURCES, INC. (EDR).
- BASE MAP IS FROM A SURVEY DONE BY WCT SURVEYORS, P.C., CANTON, NEW YORK ON APRIL 5, 2004, FILE # 103-218. UPDATED WITH SURVEY DONE BY C.T.MALE ON 11/12/08.
- LOCATIONS OF ALL HISTORICAL FEATURES ARE APPROXIMATE.
- ONLY MOST RECENT GROUNDWATER SAMPLING RESULTS SHOWN FOR INDIVIDUAL WELLS. SHADED VALUES EXCEED NYSDEC TOGS STANDARDS OR GUIDANCE VALUES. DUPLICATE RESULTS ARE SHOWN IN BRACKETS.
- RESULTS GIVEN IN µg/L
 J = APPROXIMATE VALUE
 U = ANALYTE WAS NOT DETECTED AT ASSOCIATED DETECTION LIMITS



NATIONAL GRID
 WATERTOWN (ANTHONY STREET) FORMER MGP SITE
 REMEDIAL INVESTIGATION

**GROUNDWATER ANALYTICAL RESULTS
 - DETECTED COMPOUNDS**



Soil Boring and Monitoring Well Construction Logs

Date Start/Finish: 9/11/2008-9/24/2008
Drilling Company: Parrott Wolff
Driller's Name: Doug Richmond
Drilling Method: Hollow Stem Auger/
 Tri-cone Rotary
Sampler Size: 2" x 2' SS/ 5' HQ Corebarrel
Auger Size: 6-1/4" and 4-1/4"
Rig Type: CME 55 Truck-Mount

Northing: 1449471.6414
Easting: 997472.8505
Casing Elevation: 445.33
Surface Elevation: 445.75
Borehole Depth: 23.98
Geologist: Levia G. Terrell

Well ID: MW-3R
Client: National Grid
Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches/ Cutting Rate (min)	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
0										ASPHALT.	Concrete Pad (0'-0.5' bgs) 2" Locking J-Plug and Cap Cement Grout (0.5'-2.5' bgs) Shale Trap (2.5' bgs)
445		1	2-4	8 8 4 4	12	1.0	0.0			Light brown fine SAND, trace small to medium sub-angular Pebbles and Asphalt, not plastic, moist.	
5		2	4-6	5 1 1 1	2	0.8	0.0			Brown small to medium sub-angular PEBBLES, fine Sand and Silt, trace Granules and Clay, not plastic, moist.	
440		3	6-8	2 3 4 8	7	0.2	0.0			Brown fine SAND and SILT, trace medium sub-angular Gravel and Clay, not plastic, moist.	Overburden 4" Steel Casing (0.5'-13' bgs) 2" Sch. 40 PVC Riser (0.5'-14.4' bgs)
		4	8-10	5 6 36 80/0.4	42	1.0	0.0			Similar as above, not plastic, moist to wet. Gray fractured LIMESTONE.	
10										Roller bit without sampling (10'-13' bgs).	No Annular Backfill
		5	13-15.1	6 5	32	1.8	0.0		HZ HZ HZ	Medium to dark gray LIMESTONE, N4-N5 color, fossils throughout, dark gray blackish shale partings. Considerable solutional widening at 13.2' bgs and 13.4' bgs.	
15		6	15.1-19.1	6	40	3.0	0.0		HZ HZ	Medium to dark gray LIMESTONE, N4-N5 color, fossils throughout, wavy shale partings, Void at 18' bgs to 19.1' bgs.	2" Sch. 40 0.020" Slot PVC Screen (14.4'-23.98' bgs)
430											

Remarks: bgs = below ground surface; NA = Not Applicable/Available; N4/N5 = Munsell Color Codes.

HZ = Horizontal Fracture.

Samples taken at 2-4' & 8-10' bgs for VOCs, SVOCs, TCn, and FCn.



Site Location:

Watertown (Anthony St)
Former MGP Site
Watertown, NY

Borehole Depth: 23.98

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample Int/Type	Blows per 6 Inches	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
20	425	6	15.1-19.1	6	40	3.0	0.0		HZ HZ HZ HZ	Medium to dark gray LIMESTONE, fossils throughout, wavy shale partings, Void at 18' bgs to 19.1' bgs.	<p>No Annular Backfill 2" Sch. 40 0.020" Slot PVC Screen (14.4'-23.98' bgs)</p>
		7	19.1-20.7	NA	NA	0.0	0.0			Void at 19.1' bgs to 25.7' bgs.	
		8	20.7-22.7	NA	NA	0.0	0.0				
		9	22.7-23.98	NA	NA	0.0	0.0				
25	420										
30	415										
35	410										

Remarks: bgs = below ground surface; NA = Not Applicable/Available; N4/N5 = Munsell Color Codes.
HZ = Horizontal Fracture.
Samples taken at 2-4' & 8-10' bgs for VOCs, SVOCs, TCn, and FCn.



Date Start/Finish: 9/16/2008-9/24/2008
Drilling Company: Parrott Wolff
Driller's Name: Doug Richmond
Drilling Method: Hollow Stem Auger/
 Tri-cone Rotary
Sampler Size: 2" x 2' SS/ 5' HQ Corebarrel
Auger Size: 6-1/4" and 4-1/4"
Rig Type: CME 55 Truck-Mount

Northing: 1449616.2541
Eastings: 997303.2028
Casing Elevation: 444.33
Surface Elevation: 444.77
Borehole Depth: 50.3
Geologist: Levia G. Terrell

Well ID: MW-4R
Client: National Grid
Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample Int/Type	Blows per 6 Inches/ Cutting Rate (min)	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
0	445									ASPHALT.	Steel Flushmount Locking J-Plug Concrete Pad (0'-0.5' bgs)
1		1	0-2	NA 9 13 11	22	0.7	0.0			Brown fine to medium SAND and small to medium sub-angular PEBBLES, trace very large sub-angular Pebbles, Granules and Silt, not plastic, moist.	
2		2	2-4	12 11 6 4	17	0.5	0.0			Similar as above, little very large sub-angular Pebbles.	
3	5	3	4-6	2 2 2	4	0.4	0.0			Dark brown-black SILT, some Clay, red Brick last 1" of sample, little plastic, moist.	4" Steel Casing (0.5'-11.4' bgs)
4		4	6-8	2 4 2 3	6	1.0	0.0			Dark gray to black stained SILT, some Clay, black stained (1" thick), coal-tar like odor at 7.7' bgs, low plastic, moist.	
5		5	8-10	3 60/0.3	NA	0.4	0.0			Gray very large sub-angular PEBBLES (not plastic), little brown Silt, trace Clay (low plastic, moist), dark gray fractured Limestone in tip of spoon, wet.	Cement Grout (0.5'-16' bgs)
6	10	6	11.4-15.0	NA	67	3.6	0.0		HZ HZ VF	Medium to dark gray LIMESTONE.	2" Sch. 40 PVC Riser (0.5'-20' bgs)
7	15	7	15.0-20.0	NA	68	4.9	0.0		HZ HZ HZ	Roller bit without sampling (10'-11.4' bgs) Medium to dark gray LIMESTONE, wavy grayish-black shale partings, fossils throughout.	
									HZ	Medium to dark gray LIMESTONE, fossils throughout.	

Remarks: bgs = below ground surface; NA = Not Applicable/Available.
 NA = PID not working due to rain or high humidity.
 TOB= Top of Bedrock
 LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
 VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW= Moderately Weathered; VW = Very Weathered.



Site Location:

Watertown (Anthony St)
Former MGP Site
Watertown, NY

Borehole Depth: 50.3

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
20	425	7	15.0-20.0	NA	68	4.9	0.0	[Geologic Column Diagram]	HZ	Medium to dark gray LIMESTONE, fossils throughout.	Bentonite Seal (16'-18' bgs) 2" Sch. 40 PVC Riser (0.5'-20' bgs)
									HZ		
25	420	8	20.0-25.0	NA	93	5.0	0.0	[Geologic Column Diagram]	HZ	Rock type as above, few fossils throughout.	[Well Construction Diagram]
									HZ		
30	415	9	25.0-30.2	NA	87	5.2	0.0	[Geologic Column Diagram]	HZ	Rock type as above, few fossils throughout.	#1 Silica Sand Pack (18'-40' bgs) 2" Sch. 40 0.020" Slot PVC Screen (20'-40' bgs)
									HZ		
35	410	10	30.2-35.2	NA	100	5.0	0.0	[Geologic Column Diagram]	HZ	Rock type as above, few fossils throughout.	[Well Construction Diagram]
									HZ		
		11	35.2-40.2	NA	98	4.9	0.0	[Geologic Column Diagram]		Rock type as above, few fossils throughout.	



Remarks: bgs = below ground surface; NA = Not Applicable/Available.
NA = PID not working due to rain or high humidity.
TOB= Top of Bedrock

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW= Moderately Weathered; VW = Very Weathered.

Site Location:

Watertown (Anthony St)
Former MGP Site
Watertown, NY

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
40.5		11	35.2-40.2	NA	98	4.9	0.0			Rock type as above, few fossils throughout.	<p>2" Sch. 40 0.020" Slot PVC Screen (20'-40' bgs)</p> <p>#1 Silica Sand Pack (18'-40' bgs)</p> <p>2" Sch. 40 PVC Sump (40'-44.50' bgs)</p> <p>Cement Grout (40'-50.3' bgs)</p>
45		12	40.2-45.4	NA	100	5.2	0.0		HZ	Rock type as above, few fossils throughout, chert nodules.	
50		13	45.4-50.3	NA	95	4.9	0.0		HZ	Rock type as above, few fossils throughout, chert nodules.	
55											

Remarks: bgs = below ground surface; NA = Not Applicable/Available.
NA = PID not working due to rain or high humidity.
TOB= Top of Bedrock

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately Weathered; VW = Very Weathered.



Date Start/Finish: 9/9/2008-9/17/2008
Drilling Company: Parratt Wolff
Driller's Name: Doug Richmond
Drilling Method: Hollow Stem Auger/
 Tri-cone Rotary
Sampler Size: 2" x 2' SS/ 5' HQ Corebarrel
Auger Size: 6-1/4" and 4-1/4"
Rig Type: CME 55 Truck-Mount

Northing: 1449518.4040
Easting: 997284.4914
Casing Elevation: 444.06' AMSL
Surface Elevation: 444.61' AMSL
Borehole Depth: 50.6
Geologist: Levia G. Terrell

Well ID: MW-5R
Client: National Grid
Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 inches/ Cutting Rate (min)	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
0	445	1	0-2	NA	NA	NA	NA			ASPHALT.	<p>Concrete Pad (0'-0.5' bgs) 2" Locking J-Plug and Cap Cement Grout (0.5'-16' bgs) 4" Steel Casing (0.5'-18' bgs) 2" Sch. 40 PVC Riser (0.5'-20' bgs)</p>
		2	2-4	2	6	0.7	0.0			Red BRICK.	
				3						Yellow-brown CLAY and SILT, stiff.	
				4						Similar as above, trace red Brick.	
5	440	3	4-6	3	7	0.7	0.0			Brown fine to coarse SAND, trace Granule, fine to coarse sub-angular Pebble, red Brick, white fine Sand and Organics (wood).	
				4						Similar as above, wood at top of sample (~3" by ~1").	
		4	6-8	1	2	0.1	0.0			Brown fine to coarse SAND and SILT, some fine to coarse sub-angular Pebble, little Granule, trace clay, Organics, (wood) and red Brick.	
				5						Similar as above, wood at top of sample (~3" by ~1").	
10	435	5	8-10	4	8	0.8	0.0			Brown small to large sub-angular PEBBLES, little Granule and fine to coarse Sand.	
				3							
		6	10-12	7	13	0.4	0.8			Black-stained small to large sub-angular PEBBLES, fine to coarse Sand, some Granule, black-oily NAPL (saturated), rainbow sheen throughout, strong coal/tar-like odor.	
				6							
				7						Similar as above, grey fractured Limestone in shoe of spoon, (TOB 15.2' bgs).	
15	430	7	12-14	19	NA	0.2	439				
				50/0.3							
		8	14-16	7	NA	0.3	34.6				
				20							
				50/0.2							
										Roller bit without sampling to 17.5' bgs.	



Remarks: bgs = below ground surface; NA = Not Applicable/Available.
 N2/N4/N5 = Munsell Color Codes.

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
 VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately
 Weathered; VW = Very Weathered.

Samples taken at 12' to 14' bgs for VOCs & SVOCs and at 14' to 16' for VOCs.

Site Location:

Watertown (Anthony St)
Former MGP Site
Watertown, NY

Borehole Depth: 50.6

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
										Roller bit without sampling to 17.5' bgs.	
425 20		9	17.5-20.5	4	78	2.9	NA		HZ HZ HZ HZ	Medium to dark grey LIMESTONE with wavy shale partings, fossils throughout, wavy horizontal fractures, fractures along shale partings, possible solutional widening fracture. N4-N5, N2 shale partings.	Bentonite Seal (16'-18' bgs) 2" Sch. 40 PVC Riser (0.5'-20' bgs)
420 25		10	20.5-25.5	4	88	4.75	NA		HZ HZ HZ HZ	Rock type as above, coal/tar-like odor. N4-N5, N2 shale partings. Slit seam at 21.3' bgs.	
415 30		11	25.5-30.5	4	86	5.0	NA		HZ HZ HZ VF VF	Rock type as above, without the odor, fracture surfaces rounded possibly due to solutional widening. N4-N5.	#1 Silica Sand Pack (18'-40' bgs) 2" Sch. 40 0.020" Slot PVC Screen (20'-40' bgs)
410 35		12	30.5-35.5	4	100	5.0	NA		HZ VF LA	Rock type as above, few fossils throughout. N4-N5.	
		13	35.5-40.6		89	5.1	NA			Rock type as above. N4-N5.	

Remarks: bgs = below ground surface; NA = Not Applicable/Available.
N2/N4/N5 = Munsell Color Codes.

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately Weathered; VW = Very Weathered.

Samples taken at 12' to 14' bgs for VOCs & SVOCs and at 14' to 16' for VOCs.



Site Location:

Watertown (Anthony St)
Former MGP Site
Watertown, NY

Borehole Depth: 50.6

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
405		13	35.5-40.6	4	89	5.1	NA		LA VF	Rock type as above. N4-N5.	<p>2" Sch. 40 0.020" Slot PVC Screen (20'-40' bgs)</p> <p>#1 Silica Sand Pack (18'-40' bgs)</p> <p>2" Sch. 40 PVC Sump (40'-44.4 bgs)</p> <p>Cement Grout (40'-50.6' bgs)</p>
40				4					VF		
				4							
				4							
				4							
400		14	40.6-45.6	4	93	5.0	NA		HZ	Rock type as above, possible solutional widening in fracture at 40.9' bgs. N4-N5.	
45				4							
				4							
				4							
				4							
				4							
395		15	46.6-50.6	4	100	5.0	NA		HZ	Rock type as above, few fossils throughout, chert nodules throughout. N4-N5, N2 chert nodules.	
50				4							
				4							
				4							
				4							
390											
55											

Remarks: bgs = below ground surface; NA = Not Applicable/Available.
N2/N4/N5 = Munsell Color Codes.

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately Weathered; VW = Very Weathered.

Samples taken at 12' to 14' bgs for VOCs & SVOCs and at 14' to 16' for VOCs.

Date Start/Finish: 9/15/2008-9/22/2008
Drilling Company: Parratt Wolff
Driller's Name: Doug Richmond
Drilling Method: Hollow Stem Auger/
 Tri-cone Rotary
Sampler Size: 2" x 2' SS/ 5' HQ Corebarrel
Auger Size: 6-1/4" and 4-1/4"
Rig Type: CME 55 Truck-Mount

Northing: 1449537.4534
Easting: 997457.9367
Casing Elevation: 444.25' AMSL
Surface Elevation: 444.67' AMSL
Borehole Depth: 50.6
Geologist: Levia G. Terrell

Well ID: MW-6R
Client: National Grid
Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY **DRAFT**

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/In/Type	Blows per 6 Inches/ Cutting Rate (min)	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
445	0	1	0-2	NA 20 14 8	34	0.7	0.0			ASPHALT. Brown-black fine to medium SAND and sub-angular large PEBBLES, trace Asphalt, Concrete, red Brick, small to medium sub-angular Pebbles, not plastic, moist.	<p>Concrete Pad (0'-0.5' bgs) 2" Locking J-Plug and Cap Flushmount Curb box 4" Steel Casing (0.5'-10' bgs) Cement Grout (0.5'-16' bgs) 2" Sch. 40 PVC Riser (0.5'-20' bgs)</p>
		2	2-4	8 6 8 12	14	0.2	0.0			Dark brown-black fine to medium SAND, little sub-angular small to medium Pebbles, trace red brick, concrete, not plastic, moist.	
440	5	3	4-6	6 3 1 1	4	0.2	0.0			Brown fine to medium SAND, some large sub-angular Pebbles, trace small to medium sub-angular Pebbles, concrete, not plastic, moist.	
		4	6-8	27 50/0.2	NA	0.4	0.0			Similar as above. Red-brown fine to medium SAND, trace Granules and coarse Sand, not plastic, moist.	
										Similar as above. Red-brown SILT, trace Clay, not plastic, moist.	
435	10	5	10-15.2	6 5 5 5 5	25	4.0	0.0		HZ HZ HZ HZ HZ HZ HZ HZ	Similar as above. Trace white SILT layer (~2mm thick) in last inch of sample, Limestone in tip of spoon. Roller bit without sampling to set casing at 0.5' to 15.0' bgs before rock coring.	
430	15	6	15.2-20.2	5	57	5.0	0.0		HZ HZ	Medium to dark gray LIMESTONE, fossils throughout, shale partings, vertical fracture at 15.0' bgs(>85 deg.), N4 to N5. Medium to dark gray LIMESTONE, fossils throughout, gray-black shale partings, fracture zone 15.4-15.6 bgs, considerable solutional widening	

Remarks: bgs = below ground surface; NA = Not Applicable/Available; TOB = top of bedrock. N2/N4/N5 = Munsell Color Codes.
 LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
 VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately Weathered; VW = Very Weathered.



Site Location:

Watertown (Anthony St)
Former MGP Site
Watertown, NY

Borehole Depth: 50.6

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
425 20		6	15.2-20.2	5	57	5.0	0.0		HZ	at all fracture surfaces, N4 to N5.	<p>Bentonite Seal (16'-18' bgs) 2" Sch. 40 PVC Riser (0.5'-20' bgs) #1 Silica Sand Pack (18'-40' bgs) 2" Sch. 40 0.020" Slot PVC Screen (20'-40' bgs)</p>
				5					Void space between 17.8' and 18.0' bgs.		
				5					Void space between 19.4' and 19.7' bgs, piece of core stuck in barrel.		
				5					Rock type as above, fossils throughout, wavy shale partings, considerable solutional widening at fracture contacts, vertical fracture at 25.4' (>90 deg.) N4 to N5.		
				5					Rock type as above, few fossils throughout, vertical fractures at 26' bgs(>60 deg.), 26.6' bgs(>60 deg.), 27.5' bgs(>45 deg.), N4 to N5.		
				5					Rock type as above, few fossils throughout, vertical fracture (mechanical break) at 34.5' bgs(>90 deg.), N4 to N5.		
				5					Rock type as above, few fossils throughout, N4 to N5.		
				5							
				5							
				5							
420 25		7	20.2-25.2	NA	90	5.0	0.0		HZ		
				NA							
				NA							
				NA							
				NA							
				NA							
				NA							
				NA							
				NA							
				NA							
415 30		8	25.2-30.25	5	100	5.1	0.0		HZ		
				5							
				5							
				5							
				5							
				5							
				5							
				5							
				5							
				5							
410 35		9	30.25-35.2	5	90	5.0	0.0		HZ		
				5							
				5							
				5							
				5							
				5							
				5							
				5							
				5							
				5							
		10	35.2-40.25	5	91	5.0	0.0		HZ		
				5							

Remarks: bgs = below ground surface; NA = Not Applicable/Available; TOB = top of bedrock. N2/N4/N5 = Munsell Color Codes.

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture; VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately Weathered; VW = Very Weathered.



Site Location:

Borehole Depth: 50.6

Watertown (Anthony St)
Former MGP Site
Watertown, NY

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
405		10	35.2-40.25	5	91	5.0	0.0		HZ		
40				5					HZ		
				5					HZ		
				5					HZ		
				5					HZ		
				5					HZ		
400		11	40.25-45.4	5	100	4.9	0.0		HZ	Rock type as above, few fossils throughout, dark gray-black Chert nodules, vertical fractures (mechanical break) at 45.3' bgs (>90 deg.), N4 to N5, N2 chert nodules.	
45				5					HZ		
				5					HZ		
				5					HZ		
				5					HZ		
395		12	45.4-50.6	5	97	5.0	0.0		HZ	Rock type as above, few fossils throughout, dark gray-black chert nodules, silt seam (1.5" thick) at 49.2' bgs, N4 to N5, N2 chert nodules.	
50				5					HZ		
				5					HZ		
390											
55											

Remarks: bgs = below ground surface; NA = Not Applicable/Available; TOB = top of bedrock.
N2/N4/N5 = Munsell Color Codes.

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately Weathered; VW = Very Weathered.



Date Start/Finish: 9/24/2008-9/24/2008
 Drilling Company: Parrott Wolfe
 Driller's Name: Doug Richmond
 Drilling Method: Hollow Stem Auger/
 Tri-cone Rotary
 Sampler Size: 2" x 2' SS/ 5' HX Corebarrel
 Auger Size: 6-1/4" and 4-1/4"
 Rig Type: CME 55 Truck-Mount

Northing: 1449588.8755
 Easting: 997365.0540
 Casing Elevation: 443.93
 Surface Elevation: 444.37
 Borehole Depth: 8.0
 Geologist: Levia G. Terrell

Well ID: MW-7
 Client: National Grid
 Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches/ Cutting Rate (min)	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
445	0										
		1	0-2	NA	NA	0.4	0.0			ASPHALT. Dark brown medium SAND and large to medium subangular PEBBLES, little small subangular Pebbles, trace red Brick, non plastic, moist.	
		2	2-4	NA	NA	0.5	0.0			Similar as above, trace yellow-tan silty clay in last inch of sample.	
440										Similar as above, Black ASH-like material, non plastic, moist.	
5		3	4-6	NA	NA	0.9	0.0			Light brown SILT, little Clay, trace fine Sand, non plastic, moist.	
		4	6-8	NA	NA	1.2	0.0			Black ASH-like material, non plastic, moist. Light brown SILT, little Clay, trace fine Sand, limestone in nose of spoon, non plastic, moist.	
										Refusal at 8.0' bgs	
435		5									
10											
		6									
430											
15		7									

Remarks: bgs = below ground surface; NA = Not Applicable/Available.
 NA = PID not working due to rain or high humidity.
 TOB= Top of Bedrock

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
 VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW= Moderately Weathered; VW = Very Weathered.



Date Start/Finish: 9/10/2008-9/18/2008
Drilling Company: Parratt Wolff
Driller's Name: Doug Richmond
Drilling Method: Hollow Stem Auger/
 Tri-cone Rotary
Sampler Size: 2" x 2" SS/ 5' HQ Corebarrel
Auger Size: 6-1/4" and 4-1/4"
Rig Type: CME 55 Truck-Mount

Northing: 1449664.5456
Easting: 997384.6412
Casing Elevation: 443.12' AMSL
Surface Elevation: 443.69' AMSL
Borehole Depth: 50.4
Geologist: Levia G. Terrell

Well ID: MW-7R
Client: National Grid
Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches/ Cutting Rate (min)	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
445											
0										ASPHALT.	Concrete Pad (0'-0.5' bgs)
		1	0-2	NA	34	0.7	0.0			Brown fine SAND, Silt and coarse sub-rounded Pebbles, little fine sub-angular Pebbles, trace Silt and Granules, not plastic, damp.	2" Locking J-Plug and Cap
				20						Black CINDERS, trace red Brick and Slag, not plastic, damp.	Flushmount Curb box
				14						Brown fine SAND and SILT, little medium Sand and fine to medium sub-angular Pebbles, trace large Pebbles, Granules, not plastic, moist.	
				8							
				8							
440		2	2-4	6	14	0.2	0.0				
				8							
				6							
				12							
5		3	4-6	3	4	0.2	0.0			Brown very large to large PEBBLES and SILT, little small to medium Pebbles, trace Granules, very coarse to medium Sand, not plastic, moist.	4" Steel Casing (0.5'-10' bgs)
				1							
				1							
		4	6-6.7	27	NA	0.4	0.0			Similar as above.	
				50/0.2							
										Roller bit without sampling to 10' bgs.	
435											Cement Grout (0.5'-16' bgs)
10				6					HZ	Medium to dark grey LIMESTONE, wavy greyish black Shale partings, fossils throughout, wavy horizontal fractures typically along Shale partings. N4-N5, N2 shale partings.	2" Sch. 40 PVC Riser (0.5'-20' bgs)
				5					HZ	Fracture Zone @ 10-10.5' bgs.	
				5					HZ	Fracture Zone @ 11.8-11.9' bgs.	
5		5	10-15.2	5	25	4.0	0.0		HZ		
				5					HZ		
				5					HZ	Fracture Zone @ 14-14.3' bgs.	
				5					HZ	Fracture Zone @ 14.5-15.2' bgs.	
430											
15		6	15.2-20.2	5	57	5.0	0.0		HZ	Rock type as above, possible solutional widening @ 15.4', 15.65', 15.8', 18.8', 19.7' bgs. N4-N5, N2 shale partings.	

Remarks: bgs = below ground surface; NA = Not Applicable/Available; TOB = top of bedrock. N2/N4/N5 = Munsell Color Codes.

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture;
 VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately
 Weathered; VW = Very Weathered.



Site Location:

Watertown (Anthony St)
Former MGP Site
Watertown, NY

Borehole Depth: 50.4

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
425 20		6	15.2-20.2	5	57	5.0	0.0	[Geologic Column Diagram]	HZ	Rock type as above, possible solutional widening @ 15.4', 15.65', 15.8', 18.8', 19.7' bgs. N4-N5, N2 shale partings. Fracture Zone @ 17.2-17.5' bgs.	<p>Bentonite Seal (16'-18' bgs) 2" Sch. 40 PVC Riser (0.5'-20' bgs)</p>
				5					HZ		
				5					HZ		
				5					HZ		
				5					HZ		
420 25		7	20.2-25.2	NA	90	5.0	0.0	[Geologic Column Diagram]	HZ	Rock type as above, few fossils throughout, void @ 22.5-22.8' bgs. N4-N5.	<p>#1 Silica Sand Pack (18'-40' bgs) 2" Sch. 40 0.020" Slot PVC Screen (20'-40' bgs)</p>
				NA					HZ		
				NA					HZ		
				NA					HZ		
				NA					HZ		
415 30		8	25.2-30.25	5	100	5.1	0.0	[Geologic Column Diagram]	HZ	Rock type as above, few fossils throughout. N4-N5.	
				5					HZ		
				5					HZ		
				5					HZ		
				5					HZ		
410 35		9	30.25-35.2	5	90	5.0	0.0	[Geologic Column Diagram]	HZ	Rock type as above, few fossils throughout. N4-N5.	
				5					HZ		
				5					HZ		
				NA					HZ		
				NA					HZ		
35		10	35.2-40.25	5	91	5.0	0.0	[Geologic Column Diagram]	HZ	Rock type as above, few fossils throughout. N4-N5.	



Remarks: bgs = below ground surface; NA = Not Applicable/Available; TOB = top of bedrock. N2/N4/N5 = Munsell Color Codes.

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture; VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately Weathered; VW = Very Weathered.

Site Location:

Borehole Depth: 50.4

Watertown (Anthony St)
Former MGP Site
Watertown, NY

DRAFT

Depth (ft. bgs)	Elevation (ft. AMSL)	Sample Run Number	Sample/Int/Type	Blows per 6 Inches	N - Value / RQD (%)	Recovery (feet)	PID Headspace (ppm)	Geologic Column	Bedrock Fractures	Stratigraphic Description	Well Construction
405		10	35.2-40.25	5	91	5.0	0.0		HZ	Rock type as above, few fossils throughout. N4-N5.	<p>#1 Silica Sand Pack (18'-40' bgs)</p> <p>2" Sch. 40 0.020" Slot PVC Screen (20'-40' bgs)</p> <p>2" Sch. 40 PVC Sump (40'-44.4' bgs)</p> <p>Cement Grout (40'-50.4' bgs)</p>
40				5					HZ		
				5					HZ		
400		11	40.25-45.4	5	100	4.9	0.0		HZ	Rock type as above, few fossils throughout, chert nodules. N4-N5, N2 chert nodules.	
				5					HZ		
45				5					HZ		
				5					HZ		
				5					HZ		
395		12	45.4-50.4	5	97	5.0	0.0		HZ	Rock type as above, few fossils throughout, chert nodules. N4-N5.	
				5					HZ		
50				5					HZ		
390											
55											

Remarks: bgs = below ground surface; NA = Not Applicable/Available; TOB = top of bedrock. N2/N4/N5 = Munsell Color Codes.

LA = Low Angle Fracture; HA = High Angle Fracture; HZ = Horizontal Fracture; VF = Vertical Fracture. F = Fresh; SW = Slightly Weathered; MW = Moderately Weathered; VW = Very Weathered.



Date Start/Finish: 9/8/2008-9/8/2008
 Drilling Company: Parratt Wolff
 Driller's Name: Doug Richmond/Steve Collins
 Drilling Method: Hollow Stem Auger
 Auger Size: 4.25" HSA
 Rig Type: Deitrich 50
 Sampling Method: 2" x 2' Split Spoon

Northing: 1449588.8988
 Easting: 997280.3241
 Casing Elevation: NA
 Borehole Depth: 9.2
 Surface Elevation: 445.14 AMSL
 Descriptions By: Levia G. Terrell

Well/Boring ID: SB-03
 Client: National Grid
 Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DEPTH	ELEVATION	Sample Run Number	Sample/Int/Type	Recovery (feet)	Blow Counts	N - Value	PID Headspace (ppm)	Analytical Sample	Geologic Column	Stratigraphic Description	Well/Boring Construction
0	445									Asphalt surface.	
		1	0-2	0.1	8 11 9	19	0.0			Brown fine to coarse SAND, some medium Pebbles, trace Granules and red Brick, damp.	Borehole backfilled with Grout/Bentonite to grade
		2	2-4	1.0	7 4 5 6	9	0.3			Brown fine SAND and SILT, trace medium Pebbles and Clay, trace red Brick.	
-5	440	3	4-6	0.1	1 2 2 2	4	0.0			Brown medium sub-angular PEBBLES, little fine Sand and Silt, trace red Brick.	
		4	6-8	1.5	3 3 4 4	7	0.9			Light brown/brown/black stained SILT, little Clay, trace red Brick, Granule, medium Pebble, mild coal/tar-like odor.	
		5	8-9	0.0	25/0.1	NA	NA			No Recovery- Refusal at approximately 8.5 bgs.	
		6	9-9.2	0.1	50/0.2	NA	4.8			Dark grey- black stained SILT, some Clay, trace fine sub-rounded Gravel, coal/tar-like odor.	
-10	435										
-15	430										



Remarks: bgs = below ground surface; NA = Not Applicable/Available; AMSL = Above Mean Sea Level.

Analytical sample collected from 6-8' and 9-9.2' bgs for VOCs, SVOCs, TCn, FCn from soil cuttings.

Date Start/Finish: 9/9/2008-9/9/2008
 Drilling Company: Parratt Wolff
 Driller's Name: Doug Richmond/Steve Collins
 Drilling Method: Hollow Stem Auger
 Auger Size: 4.25" HSA
 Rig Type: Deitrich 50
 Sampling Method: 2" x 2' Split Spoon

Northing: 1449681.5939
 Easting: 997261.7701
 Casing Elevation: NA
 Borehole Depth: 8.2
 Surface Elevation: 444.78' AMSL
 Descriptions By: Levia G. Terrell

Well/Boring ID: SB-05
 Client: National Grid
 Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DEPTH	ELEVATION	Sample Run Number	Sample/Int/Type	Recovery (feet)	Blow Counts	N - Value	PID Headspace (ppm)	Analytical Sample	Geologic Column	Stratigraphic Description	Well/Boring Construction
0	445										
		1	0-2	0.5	NA	30	0.0			ASPHALT. Brown fine SAND, some fine to medium sub-rounded Gravel, trace Granules.	Asphalt Patch.
		2	3-4	1.6	18	16	0.0			Similar as above. Black-rusty CINDERS, trace Slag. White-rusty fine SAND and SILT, trace fine sub-rounded Pebbles. Dark grey-black SILT, little Clay, trace organics, degraded petroleum-like odor.	Borehole backfilled with Grout/Bentonite to grade.
5	440	3	4-6	1.0	6	4	0.0		Grey medium to fine SAND, little fine to medium sub-rounded/sub-angular Pebbles.		
		4	6-8	1.0	3	6	38.4		Dark grey-black SILT, little Clay, trace organics, degraded petroleum-like odor, sample light grey at last 0.5' of sample.		
		5	8-10	0.2	3	NA	0.5		Similar as above, dark grey fractured Limestone in shoe of spoon.		
10	435										
15	430										



Remarks: bgs = below ground surface; NA = Not Applicable/Available; AMSL = Above Mean Sea Level.

Analytical sample collected from 2' to 4' and 6' to 8' bgs for VOCs, SVOCs, TCn, FCn.

Date Start/Finish: 9/9/2008-9/9/2008
Drilling Company: Parratt Wolff
Driller's Name: Doug Richmond/Steve Collins
Drilling Method: Hollow Stem Auger
Auger Size: 4.25" HSA
Rig Type: Deitrich 50
Sampling Method: 2" x 2' Split Spoon

Northing: 1449719.9623
Eastings: 997349.2641
Casing Elevation: NA
Borehole Depth: 9.0
Surface Elevation: 443.11' AMSL
Descriptions By: Levia G. Terrell

Well/Boring ID: SB-06
Client: National Grid
Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DEPTH	ELEVATION	Sample Run Number	Sample/Int/Type	Recovery (feet)	Blow Counts	N - Value	PID Headspace (ppm)	Analytical Sample	Geologic Column	Stratigraphic Description	Well/Boring Construction
445											
0		1	0-2	0.5	7	19	0.0		ASPHALT.		Asphalt Patch.
					7					Brown fine to medium SAND and fine to medium sub-rounded PEBBLES, trace Granules, large sub-rounded Pebbles, Silt, damp.	
					12					Similar as above.	
					7					Similar as above.	
440		2	3-4	0.4	8	NA	2.8			Similar as above.	
					50/0.4					Yellow-brown SILT, little Clay, trace Granules.	
					1					Similar as above, (Pea-sized black Silt clast at top of sample).	Borehole backfilled with Grout/Bentonite to grade.
					1						
					1						
					1						
					2	4	0.0				
					2						
					2						
435		5	8-10	0.8	7	NA	0.0			Similar as above, no clast.	
					8					Grey fractured LIMESTONE.	
					50/0.2						
10											
430											
15											

Remarks: bgs = below ground surface; NA = Not Applicable/Available; AMSL = Above Mean Sea Level.

Analytical sample collected from 6' to 8' and 8.7' to 8.8' bgs for VOCs, SVOCs, TCn, Fcn.



Date Start/Finish: 9/8/2008-9/8/2008
 Drilling Company: Parratt Wolff
 Driller's Name: Doug Richmond/Steve Collins
 Drilling Method: Hollow Stem Auger
 Auger Size: 4.25" HSA
 Rig Type: Deitrich 50
 Sampling Method: 2" x 2' Split Spoon

Northing: 1449591.9857
 Easting: 997422.4335
 Casing Elevation: NA
 Borehole Depth: 10.5
 Surface Elevation: 444.31 AMSL
 Descriptions By: Levia G. Terrell

Well/Boring ID: SB-07
 Client: National Grid
 Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DEPTH	ELEVATION	Sample Run Number	Sample/Int/Type	Recovery (feet)	Blow Counts	N - Value	PID Headspace (ppm)	Analytical Sample	Geologic Column	Stratigraphic Description	Well/Boring Construction
445											
		1	0-2	1.0	NA 18 25 36	43	1.4			Asphalt surface. Brown fine SAND, little medium sub-angular/sub-rounded Pebbles, trace large sub-angular/sub-rounded Pebbles, Granules, red Brick, Concrete, damp.	Asphalt Patch
		2	2-4	0	50/0	NA	NA			No Recovery.	
440		3	4-6	0.5	26 14 11 9	25	0.8			Brown fine SAND, Silt, some fine to medium sub-angular/sub-rounded Pebbles and Granules, damp.	
		4	6-8	0.2	12 6 6 12	12	0.9			Similar as above.	Borehole backfilled with Grout/Bentonite
435		5	8-10	1.1	WOH	NA	0.0			Yellow-brown SILT, little Clay, damp.	
		6	10-11	1.0	32 16	45	0.0			Similar as above. Light grey LIMESTONE, fractured/powdered, dry.	
430											



Remarks: bgs = below ground surface; WOH = weight of hammer; NA = Not Applicable/Available; AMSL = Above Mean Sea Level.

Analytical composite sample collected from (8-10) & (10-10.5) at 8-10.5' for VOCs, SVOCs, TCn, FCn.

Date Start/Finish: 9/9/2008-9/9/2008
Drilling Company: Parratt Wolff
Driller's Name: Doug Richmond/Steve Collins
Drilling Method: Hollow Stem Auger
Auger Size: 4.25" HSA
Rig Type: Deitrich 50
Sampling Method: 2" x 2' Split Spoon

Northing: 1449375.4933
Easting: 997419.5281
Casing Elevation: NA

Borehole Depth: 13.1
Surface Elevation: 446.46' AMSL

Descriptions By: Levia G. Terrell

Well/Boring ID: SB-08

Client: National Grid

Location: Watertown (Anthony St)
 Former MGP Site
 Watertown, NY

DEPTH	ELEVATION	Sample Run Number	Sample/Int/Type	Recovery (feet)	Blow Counts	N - Value	PID Headspace (ppm)	Analytical Sample	Geologic Column	Stratigraphic Description	Well/Boring Construction
	445	1	0-2	0.7	NA 12 17 17	34	0.3			ASPHALT, Gray fine SAND, little Silt, trace fine to medium Pebbles, trace red Brick, damp.	Asphalt Patch.
		2	3-4	0.5	15 50/0.3	NA	0.4			Fine to medium sub-angular Pebbles, little fine SAND, trace red Brick. Red BRICK, (fine Sand size particles and medium Pebble-sized particles), dry.	
		3	4-6	0.4	4 53 50/0.3	NA	0.0			Similar as above, damp.	
	440	4	6-8	0.2	10 8 6 3	14	0.0			Similar as above, trace concrete, damp.	
		5	8-10	0.2	WOH WOH 7 20	7	0.0			Similar as above, damp.	
		6	10-12	0.2	9 9 9 4	18	0.0			Similar as above. Dark brown SILT, little Clay, trace fine Pebbles.	
	435	7	12-14	0.3	45 35 50/0.3	NA	0.0			Similar as above. Gray fractured LIMESTONE, (fine sand-sized and medium to large pebble-sized particles).	Borehole backfilled with Grout/Bentonite to grade.
	15										

Remarks: bgs = below ground surface; WOH = weight of hammer; NA = Not Applicable/Available; AMSL = Above Mean Sea Level.
 Analytical sample collected from 13' to 13.1' bgs for VOCs only.



To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving 2010-2013 Collective Bargaining Agreement Between the City of Watertown and Local CSEA Unit 7151-00

On June 30, 2010, the Collective Bargaining Agreement between the City and the Civil Service Employees Association expired. Over the past four months, the City and the Union have been negotiating a successor Agreement. Terms of an Agreement have been reached, and the Union negotiating team is prepared to submit the Agreement to their membership for ratification on November 30, 2010.

The principal changes to the expired Agreement are listed below:

1. Three year contract – July 1, 2010 – June 30, 2013.

2. Wage Increases:

July 1, 2010 – 1.5% increase

July 1, 2011 – 1.5% increase

July 1, 2011 – 2.0% increase

3. Additional Changes in Contract Language:

Article 5, Section 1(c): Amend to read as follows: An employee may take his/her annual leave with pay at any time after it has been earned, and after his/her probationary period has been completed, with prior three (3) days notice and under a departmental schedule.....

Any vacation request for a duration greater than five (5) work days, requires a two (2) week notice.

Article 5, Section 3 (k): Amend to read as follows: Any employee who claims sick leave must send notice regarding absence to his/her immediate supervisor by the time his/her work is suppose to.....

Article 8, Section 1 – Retirement

e. All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits, until such time as a new Tier is established by the NYS Retirement System.

Article 9, Health Insurance

Section 10 (c) – Employees hired after July 1, 1987, and who are eligible for either individual or family health insurance coverage as specified under Paragraph (a) above, will be eligible for the health insurance buyouts as defined in paragraph (b) above, after (6) months from the date of appointment.

A copy of the 2010-2013 Collective Bargaining Agreement between the City of Watertown and Local CSEA Unit 7151-00 is attached for your review. A resolution approving the Collective Bargaining Agreement has been prepared for City Council consideration.

Page 1 of 1

Approving the 2010-2013 Collective Bargaining Agreement Between the City of Watertown and the Local CSEA Unit 7151-00

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

WHEREAS the 2008-2010 Collective Bargaining Agreement between the City of Watertown and the Local CSEA Unit 7151-00 expired on June 30, 2010, and

WHEREAS negotiations have concluded on a successor Agreement, a copy of which is attached and made a part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the 2010-2013 Collective Bargaining Agreement between the City and the Local CSEA 7151-00, and

BE IT FURTHER RESOLVED that Mayor Jeffrey E. Graham is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF WATERTOWN

And the

CITY OF WATERTOWN UNIT 7151

Of JEFFERSON LOCAL 823

of the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

JULY 1, 2010 - JUNE 30, 2013

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PREAMBLE

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 declares that it is the public policy of the State of New York and the purposes of the Law to promote harmonious and cooperative relationships between government and its employees and to protect the public by government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policies and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employees Relation Board to resolve disputes, and by continuing the prohibition against strikes by public employees and

WHEREAS, the City Council of the City of Watertown, New York, in accordance with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 after determining that the City of Watertown Unit of the Jefferson County Chapter Civil Service Employees Association, Inc. met the basic requirements for recognition under the Act which include, among other factors, a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, by adopting a resolution to this effect on January 8, 1968, and

WHEREAS, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures, and a contract has been evolved.

RESOLVED that the City Council of Watertown, New York, on behalf of the City of Watertown, New York, hereinafter referred to as the "City," and the City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823, hereinafter referred to as the "Association" enter into this agreement the ____ day of _____, 2010 as follows:

ARTICLE I
RECOGNITION

The City recognizes the CSEA LOCAL 1000, AFSCME, AFL-CIO, City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823 as the sole and exclusive bargaining agent for and on behalf of all General Employees of the City Unit, exclusive of Police and Fire Personnel, exclusive of employees represented by the International Brotherhood of Electrical Workers (IBEW) Local 1249, and exclusive of those positions as hereinafter defined in Section 10 of Article 2.

ARTICLE 2
GENERAL QUALIFYING CONDITIONS

Section 1. The City recognizes that the Association represents a common community of interest among its membership.

Section 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such deductions. Such payroll deductions shall be remitted to the Civil Service Employees Association, Inc., Capital Station, P.O. Box 7125, Albany, New York 12224, on a payroll period basis.

Section 3. The City shall extend to the Association the right to membership dues deduction pursuant to Section 208 of Article 14 of the New York State Civil Service Law as long as said Association shall remain the certified bargaining agent for all general employees of the City.

Section 4. Separate deductions will be made for membership dues, agency shop fees, group life, accident and sickness, supplemental life, dental, and vision insurances and will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, agency shop and for each insurance program. Checks covering the payroll deductions are to be submitted with the deduction information.

Checks should be made payable as follows:

A = Dues/payable to CSEA Inc.

B = Group Life/Insurance/payable to Pearl Carroll and Associates, LLC

C = Accident & Sickness Insurance/payable to Pearl Carroll and Associates, LLC.

D = Supplemental Life Insurance/payable to Pearl Carroll and Associates, LLC.

E = Dental and Vision Insurance/payable to CSEA/EBF Inc.

Section 5.

(a) The Association shall be entitled to have deducted from the wage or salaries of employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed one hundred percent (100%) of the regular membership dues, which represents the employee's pro rata share of expenditures by the Association.

(b) The Association shall be solely responsible for remitting back to the employee his or her pro rata share of membership dues deduction, which represents expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Section 6. The City agrees that the Association shall be the sole and exclusive representative of its membership for the purpose of the Public Employees Fair Employment Act.

Section 7. The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section 8. The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of his/her membership in the Association or by reason of holding office in the Association.

Section 9. No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State Law not applicable to employees who are members of the Association.

Section 10.

(a) Notwithstanding any other provision, this contract shall not apply to the employees occupying the following positions who are management's representatives: All

department, unit and agency heads including, but not limited to:

Accounting Supervisor
All Employees in the Office of the City Manager
to include Planning Dept.
Assistant City Engineer
Assistant Superintendent of Public Works
Automotive Mechanic Supervisor
Chief Wastewater Treatment Plant Operator
Chief Water Treatment Plant Operator
City Assessor
City Clerk
City Comptroller
City Engineer
Civil Engineer I
Civil Engineer II
Code Enforcement Supervisor
Deputy City Clerk
Deputy City Comptroller
Deputy Fire Chief
Executive Secretary to the Civil Service Commission
Fire Chief
Information Technology Manager
Laboratory Director
Librarian III
Library Director III
Parks and Recreation Maintenance Supervisor
Police Captain
Police Chief
Purchasing Agent
Refuse Collection Supervisor
Street and Sewer Maintenance Supervisor
Superintendent of Parks and Recreations
Superintendent of Public Works

Superintendent of Water
Supervisor of Maintenance and Distribution
Wastewater Treatment Plant Operations Supervisor

(b) Effective upon the execution of this agreement by both parties, employees occupying these positions, as specified above, must withdraw from full Association membership. Current employees who occupy such positions may, at their option, retain Association membership in the Association for insurance purposes only. New employees appointed to the positions may not enroll in the Association.

Section 11. In justice and fairness to the City, all members of the Association will regard themselves as public employees and shall report to work on time, will not leave the job early unless properly relieved, will be prompt in reporting to their duties as assigned and will obey all lawful rules, regulations and orders as established by and for the departments.

ARTICLE 3

TERM AND SCOPE OF AGREEMENT

Section 1. The term of this agreement shall be for the period of July 1, 2010 through June 30, 2013.

Section 2. This agreement shall cover all terms and conditions of employment as defined in the *New York State Public Employees Employment Act*. (TAYLOR LAW)

ARTICLE 4

COMPENSATION

Section 1.

(a) The City shall continue to provide a pay plan for general employees as established by the resolution of the City Council adopted May 8, 1967 and as subsequently amended. The rate of compensation for positions occupied by general employees shall be as provided in the attached Schedules A,B and C.

Schedule A reflects a one and one-half percent (1.5%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective and retroactive to July 1, 2010.

Schedule B reflects a one and one-half percent (1.5%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective July 1, 2011.

Schedule C reflects a two percent (2.0%) increase in grades 6-24 inclusively of the

General Employees Pay Plan effective July 1, 2012.

(b) In addition to the Pay Plans described in "(a)" above, the City agrees to continue a Longevity Payment Plan in the following amounts:

1. Beginning at the end of six (6) years of service for the City, a payment of Three Hundred and Fifty Dollars (\$350).
2. Beginning at the end of twelve (12) years of service for the City, a payment of Seven Hundred Dollars (\$700).
3. Beginning at the end of eighteen(18) years of service for the City, a payment of One Thousand and Fifty Dollars (\$1050).
4. Beginning at the end of twenty-five (25) years of service for the City, a payment of One Thousand Four Hundred Dollars (\$1,400). (Effective 7/1/2003)

Amounts paid under the Longevity Pay Plan shall be used in determining the employee's regular rate of pay, as stipulated by the Fair Labor Standards Act.

(c) Employees hired after December 23, 1993, shall not be afforded the benefit of earning longevity payments as specified in Paragraph (b) of this Section.

Section 2.

(a) All provisions or allowances for compensatory time shall be eliminated except as provided under Article 4 Section 2 (c), 2 (b) herein.

(b) Pay for work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. All paid leave, to include vacation, sick and personal leave, bereavement and military reserve time, in accordance with Military Law under Section 242 of the New York State Law, will be considered as time worked when computing overtime. All overtime earned in a pay period shall be paid in the same pay period.

(c) All holiday work shall be observed on the dates set forth in Article 5, Section 2.

1. All permanent, provisional, or probationary employees will receive eight (8) hours holiday pay at the regular straight time

rate. Employees who hold temporary appointments shall not be paid Holiday pay.

- 2a. All employees working overtime will be paid at the rate of time and one-half the regular straight time rate, except for overtime work performed on Sundays and Holidays. Overtime work performed on Sundays will be paid at double the straight time rate.

- 2b. All employees not scheduled to work on a Holiday, but who are called into work, will receive, in addition to the Holiday Pay referred to in Paragraph 1 above, one and one-half (1-1/2) times the regular rate for the first eight (8) hours of actual work and double time for work performed over eight (8) hours. In such instances employees shall have the option of taking the holiday pay in either cash or compensatory time at the rate of time and one half. If taken in compensatory time, such time off shall be taken within ninety (90) days of the holiday, provided that manpower strength is sufficient and supervisory approval is obtained.

- 2c. Employees scheduled to work the Holiday will be paid at the regular rate for the first eight (8) hours and double time for any work performed over eight (8) hours, in addition to the Holiday pay referred to in paragraph 1 above.

- 2d. For the terms of this contract, the phrase

"scheduled to work" will mean notification at least seven (7) calendar days prior to the shift. Any notification of less than seven (7) calendar days will be considered a call-in.

Section 3

(a) New Appointments:

New appointments shall be made at the A step of the appropriate salary grade to which a class title has been assigned. However, under special conditions and subject to the approval of the City Manager, new appointments may be made in the A, B or C step when such action is determined to be in the best interest of the City.

(b) Annual Increases:

1. Increases within each appropriate salary range shall be made annually effective on the employee's anniversary date on the basis of a full twelve (12) months of work from Step A to Step F, if the work of an employee has been satisfactory for the preceding year as certified by his/her department, agency or unit head.

2. An employee returning from military leave shall be reinstated at the salary level he/she would have attained if he/she had remained in City employment continuously.

3. An employee on leave without pay for more than one (1) month during the preceding year (or the twelve (12) months immediately prior to his/her anniversary date) shall not be eligible for an increase until after completion of the equivalent period on the job.

(c) Promotions and Job Classifications and Reclassifications:

1. Promotions

Promotions shall be made in such manner that the employee involved receives a salary increase of at least one (1) step of his/her grade prior to promotion. In special cases where the amount of increase between the employee's former pay and the new pay is not adequate, the City Manager is authorized to adjust the new pay rate by an additional step.

2. Job Classification and Reclassification

Employees whose positions are changed by job classification action, such as the Watertown Municipal Civil Service Commission's Classification Plan adopted April 22, 1970, and any changes thereto that may subsequently be taken shall:

(a) If the pay grade is higher, be assigned to the new grade in such manner as to give the employee the benefit of moving to the equivalent step of the new pay grade.

(b) If lower, be assigned to the equivalent step in the lower pay grade, if possible, without reduction in pay.

(d) Transfers:

1. An employee who is transferred from one department, agency or unit to another and continues in the same class title shall continue at the same pay rate.

2. An employee who is transferred from one department, agency or unit to another and assumes duties of another class title of a lower rate of pay shall be reduced to a salary step within the lower pay range.

(e) Demotions:

1. An employee who is demoted shall be reduced to the maximum rate for his/her new classification, or he/she shall continue at the same pay rate, whichever is the lower.

(f) Grade Change:

1. When a pay grade for a class is raised, the employee in the class shall be placed at the step in the new grade which would give him/her a salary increase by moving him/her to his/her equivalent step in the new pay grade.

2. When a pay grade for a class is lowered an employee shall be retained at the same salary but shall not be eligible for subsequent raises if his/her pay is above the maximum for the grade.

(g) Changes in Pay Plan:

1. All changes in amounts of pay grades and assignments of classes to pay grades shall be made by amendment to the pay plan by approval of the City Council.

2. Individual employees who are of the belief that their duties and responsibilities in their positions merit assignment of their positions to higher pay grades than those which presently exist may use the following procedure for an orderly consideration of the merits of the request for assignment to a higher pay grade.

(a) Any regular permanent employee may request that his/her pay grade be reviewed for consideration of assignment to a higher pay grade at any time except that no more than one such consideration shall be afforded to an employee or a class of positions in a twelve (12) month period.

(b) The employee who wishes to have his/her pay grade reviewed shall reduce his/her request to writing, preferably typed, with supporting explanation. Reasons must be stated.

(c) The employee shall submit his/her request to his/her department head.

(d) The department head shall review the employee's request and give a written recommendation with reasons for the recommendation to the City Manager within five (5) work days of the receipt of the request from the employee.

(e) The City Manager shall make his/her review of the request, including but not necessarily required, an interview with the individual employee, department heads and others if the City Manager so desires, and shall submit his/her written recommendation, including reasons to the City Council within ten(10) work days of the receipt of the request.

(f) The City Council shall review in conference the employee's request and City Manager's recommendation. The City Council shall reach its determination to deny or grant the change, or substitute any other change it wishes within ten (10) work days of the receipt of the request.

(g) The City Council's decision shall be made known to the employee by written letter sent to the employee by the City Manager. If the employee is a member of an association, a copy of the City Council's decision shall be sent to the President of his/her association at the time the individual employee is notified. If a change in pay grade is made by the City Council, it will be made in accordance with all other rules of the Pay Plan. The Pay Plan change would be made effective the date of the adoption of the Pay Plan Amendment affecting the particular position.

(h) Nothing herein shall preclude the City Manager from reviewing and advising the City Council on inequities that may exist in the Pay Plan, or from making proposals for changes in the Pay Plan for the City Council's consideration.

(i) Nothing herein is intended to imply that this is a means for complete review or wholesale changes in the Pay Plan. This rule is to apply for individual situations, and will not be used as a means for wholesale changes.

(j) Nothing herein shall preclude the City Council's right to amend or change the overall City Pay Plan, or the City Council's right to amend the Pay Plan at anytime that it sees fit.

(k) The City agrees to provide the President of the Association with a copy of its final decision by the City Council at the time the individual employee is notified.

(h) Method of Payment:

1. Employees of the City shall be paid biweekly.

Section 4. Any employee who is required to work in a position classification which has a higher salary grade than the employee is presently assigned to, shall receive pay at the starting salary of the higher salary grade or the next step above the employee's existing salary at the higher salary grade for all hours worked in the higher classification. Any disputes shall be referred to arbitration as outlined in Article 7.

Section 5. The City recognizes the right of employees of the Association to petition to the Municipal Civil Service Commission for reclassification of positions in accordance with Rule XXIII "Classification Plan" of the Civil Service Rules of the City of Watertown, New York.

Section 6. When an employee is called in or ordered in to work in an emergency other than normal work hours, said employee shall be paid two (2) hours at one and one-half (1 1/2) their regular straight time rate as a minimum. The maximum shall be governed by the applicable straight time rate, overtime, Sunday or holiday rate, as the case may be. Call-ins during lunch period shall not be included in this Section as long as the employee is given time to eat his/her lunch after the emergency. When such call-in occurs on Sunday, the hourly rate for such call-in shall be at double time.

The provisions of this Section shall not be construed as requiring the City to pay call-in pay in the event that an employee is called into work during a two (2) hour period for which an entitlement to call-in pay has already been earned.

Section 7. The City and Association agree that individuals working as the wingman on a plow, or on the back of a paver will be paid as a Motor Equipment Operator.

Section 8. Jury Duty

(a) Employees shall be granted leave with regular pay and benefits when they are required to report to jury duty during their regularly scheduled duty time. The City will not reimburse employees when they are required to report to jury duty during their regular days off.

(b) An employee must notify his/her immediate supervisor no later than his/her first scheduled shift following the receipt of a notice of selection for jury duty or examination and must provide proof of service to the department head.

(c) The City shall have the right to seek a waiver from jury duty on behalf of the employee.

(d) Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.

(e) Employees are required to work all available reasonable hours outside those

actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule.

(f) If the department head or his/her designee determines, in the best interest of the City, that the employee is unable to perform his/her duties as a result of jury duty, he/she may, in his/her sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

ARTICLE 5

LEAVES

The following Leave Rules are set for employees of the bargaining unit. The term "working day" as used in these rules shall not include Saturday, Sunday or legal holidays except for shift work.

Section 1. ANNUAL LEAVES

(a) For employees hired on or prior to December 23, 1993, the City agrees to provide annual leave for City employees who hold provisional, probationary, or permanent appointment as follows:

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
1.5 days for each month of service	1-3 years inclusive
1.75 days for each month of service	4-6 years inclusive
2.0 days for each month of service	7-11 years inclusive
2.25 days for each month of service	12-17 years inclusive
2.5 days for each month of service	18 or more years

Effective July 1, 2005, any employee hired after December 23, 1993, shall continue to accrue annual leave in accordance with the following schedule:

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
.75 day vacation per month (except January & December which will be 1.25 days per month)	0-5 years inclusive 10 days
1.25 days vacation per month	6-12 years inclusive 15 days
1.5 days vacation per month (except January & December which will be 2.5 per month)	13-15 years inclusive 20 days

2 days vacation per month
(except January & December
which will be 2.5 days per month)

16 or more years
25 days

(b) Employees who hold temporary appointments shall not earn annual leave.

(c) An employee may take his/her annual leave with pay at any time after it has been earned, and after his/her probationary period has been completed, with prior three (3) days notice and under a departmental schedule in such a manner as to maintain service to the public. No employee may take annual leave during this probationary period except in an extreme emergency as determined by the City Manager.

Any vacation request for a duration greater than five (5) work days, requires a two (2) week notice.

(d) Employees shall use their annual leave each year in the year earned. However, employees may carry over from one (1) calendar year to the next up to a maximum of ten (10) leave days if they so wish. This is effective December 31, 2002.

(e) Upon retirement, resignation with two (2) weeks written notice to the City, when an employee is separated from City service through no fault of his/her own, or in a case of an employee's death, the employee, or his/her beneficiary in case of his/her death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such a manner as not to disrupt administrative pay procedures.

(f) The City Manager is authorized to make adjustment in individual cases within the keeping of the general policies on annual leave stated here. He/she is authorized to make such adjustments in order to provide equitable treatment for all employees, and to avoid individual hardship.

(g) Employees may use up to three (3) days of annual leave per year in one-half (1/2) day intervals without prior three (3) days notice as long as the request does not impede the department's ability to fulfill its mission. Under this provision, two (2) consecutive days will not be granted.

Section 2. HOLIDAYS

City employees shall be entitled to observe legal holidays as listed below:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day
Thanksgiving Day
Christmas Day

Veterans' Day
Day after Thanksgiving

When holidays fall on Saturday, employees shall be given time off on the preceding Friday. When holidays fall on Sunday, employees shall be given time off on the following day, Monday.

Section 3. SICK LEAVE

(a) City employees shall earn one (1) day per month or a fraction thereof of sick leave with pay in accordance with provisions of these rules.

(b) Sick leave credits shall be considered earned in full days only and are cumulative to a maximum of one hundred eighty (180) working days. Employees who had more than one hundred eighty (180) days on December 23, 1993, will not lose sick leave nor will they earn any additional sick leave until their balance drops below the one hundred eighty (180) day maximum.

(c) Absence on sick leave shall be charged first against unused sick leave credits in an amount not exceeding five (5) days per week and then against vacation time.

(d) Sick leave herein provided for shall not apply to any disability when covered by Workers' Compensation Law.

(e) In case of an illness/disability which may extend beyond all sick and vacation leave time earned by and available to an employee, the employee shall be granted payments as follows:

1. The employee shall have been in full time employment with the City for a minimum of eight (8) weeks to qualify for this benefit. Thereafter, an employee shall receive one (1) week's payment for each week worked (or portion thereof) until a maximum of twenty-six (26) weeks. Employees who have twenty-six (26) weeks or more of full time employment with the City are entitled to receive up to the maximum of twenty-six (26) weeks of payments.

2. There shall be a seven (7) calendar day waiting period from the date that the last leave time was used before payments are made.

3. The City will pay, up to a maximum of twenty-six (26) weeks, a weekly amount equal to that provided by the New York State Disability Benefits Law. [Presently the payment is fifty (50%) percent of the average weekly earnings made in the last eight (8) weeks, with a maximum of \$170.00 per week. (9/14/98)].

4. There shall not be more than one (1) twenty-six (26) week period of payments for the same medical condition that caused the illness/disability.

5. An employee shall not be eligible for more than twenty-six (26) weeks of payment in a fifty-two (52) week consecutive period. Such fifty-two (52) week period shall start with the first day for which the employee receives any payment under this section.

6. Upon request from the City, a physician's certificate shall be provided in accordance with section 3i, herein.

(f) Accumulated sick leave credits shall not form a basis for granting extra pay or extra vacation because of failure to use accumulative sick leave, but may be consumed only through absence caused by illness.

(g) Sick leave is defined to mean absence from duty of an employee because of illness, injury, and/or exposure to a contagious disease or death in the immediate family. Sick leave with pay is not allowed for absence from duty on account of illness, or injury purposely inflicted or caused by willful misconduct. Sick leave shall be allowed for illness or disability caused by pregnancy.

(h) In the event a leave of absence for illness is requested, the employee shall make application in writing to the Department Head and/or City Manager. The said application shall be accompanied by a certificate from the attending physician, describing the employee's condition with recommendation regarding the case. On advice of the Department Head, the City Manager may approve the application.

(i) If absence for illness or injury extends beyond a period of one (1) week, the employee's salary is to be paid only after a certificate of disability, signed by a licensed physician or designated health official, has been filed with the Department Head or the City Manager. Additional certificates may be required in case of prolonged illness.

(j) The Department Head or the City Manager may require a certificate of disability for absence of less than a week before salary is paid.

(k) Any employee who claims sick leave must send notice regarding absence to his/her immediate supervisor by the time his/her work is suppose to begin in the department. Failure to do this may preclude any salary payment for such absence from duty.

(l) Any employee who fraudulently reports illness in order to secure the benefit of sick leave with pay shall be penalized by losing all rights to sick leave for a period of one (1) year from that date.

(m) Employees who become ill or injured while on vacation or about to go on

vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated must be presented for this provision to be effective.

(n) Pursuant to the Family and Medical Leave Act of 1993, (Available Upon Request) eligible employees who request unpaid, job protected family or medical leave of absence must first exhaust all accrued vacation or sick leave.

(o) Vacation and sick leave reports must be filed with the City Manager at the beginning of each month by each department head showing the absence from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty (30) days from date of filing without approval of the City Manager's Office.

Section 4. BEREAVEMENT

(a) The City agrees to provide up to three (3) days of bereavement leave per death in the immediate family. The City agrees to provide bereavement leave to the employee for actual loss of time from their scheduled work on any of three (3) work days beginning on the day following the date of death.

(b) The immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother –in law, father-in-law, brother-in-law, sister-in-law, step-son, step-daughter, grandparents of spouse, step-family within any of the previous listed and legal guardians.

(c) In the event of unusual circumstances, the City Manager may in his/her sole and absolute discretion designate a different day or days, whatever the case may be, for the employee to be on bereavement leave.

Section 5. MATERNITY LEAVE

(a) The City agrees to provide that employees who become pregnant may continue working as long as their physician certifies that they can adequately perform the duties of their position. Maternity leave may be granted for a period not to exceed six (6) months at no pay. Employees who become pregnant shall be allowed to use accrued vacation during a non-disability period of maternity leave. A pregnancy-related disability shall be treated in the same manner as any other non-occupational disability in respect to the use of accrued sick leave. A pregnancy-related disability shall be certified by the attending physician

prior to the payment of sick leave benefits. Employees who become pregnant and take maternity leave have the right to be reinstated in the position of equivalent pay within six (6) months of the granting of unpaid maternity leave.

(b) The City agrees to provide that an employee who is adopting a child of five (5) years of age or less can be granted a leave of absence for a period not to exceed six (6) months at no pay. In such adoption cases, the employee will be allowed to use accrued vacation before being placed on leave without pay. The employee shall have the right to be reinstated to a position of equivalent pay within six (6) months of the granting of unpaid adoption leave. Such request for adoption leave must be submitted in writing within thirty (30) business days of when leave is to commence.

(c) In unusual circumstances and in the best interests of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month basis for a maximum leave of absence of twelve (12) months. In such cases the request for extension must be in writing to the Department Head and/or the City Manager supported by a physician's statement. On the advice of the Department Head, the City Manager may approve the extension.

Section 6. EMERGENCY CLOSING

The closing of the Municipal Offices or Departments for emergency situations shall be at the sole discretion of the City Manager or his/her representative. When such time off is given to employees of the Municipal Offices or Departments for emergency situations, other general employees working or required to work, will not receive additional compensation.

ARTICLE 6

CERTIFICATION FOR PERMANENT APPOINTMENT

Permanent appointment for the various class titles of positions shall be in conformity with the Watertown Municipal Civil Service Commission Regulations on Permanent Appointments, and shall be accomplished on satisfactory completion of not less than sixteen (16) weeks nor more than twenty-six (26) weeks of work for all positions.

ARTICLE 7

GRIEVANCE PROCEDURES

Section 1. The City recognizes the Association as the representative of employees in its membership to appear on their behalf for any of the purposes outlined in the Public

Employees Fair Employment Act.

Section 2. The City grants the right to representatives of the Association to visit City facilities to confer with members of the Association on conditions, policies, and procedures under the Public Employees Fair Employment Act during regular working hours. A representative of the Association shall identify himself/herself and make known his/her presence at the time of his/her visit to the responsible Department, unit or agency head prior to any discussion or conference with an employee or employees of a department, unit or agency. Such contact may be in writing, telephone or personal contact.

Section 3. Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of free time from regular duties to fulfill these obligations.

Section 4. GRIEVANCE PROCEDURES FOR GENERAL EMPLOYEES

(a) Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the City Government and its public employees, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences between the City's employees and the City Government through provisions under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this procedure shall be liberally construed for the accomplishment of this purpose.

(b) Definitions.

As used herein, the following terms shall have the following meanings:

1. "Government" or "employer" shall mean the City of Watertown.
2. "Public Employee" or "employee" shall mean any person directly employed and compensated by the City Government, except members of the City Council and City Judges.
3. "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.
4. "Grievance" shall mean any alleged or actual violation, misinterpretation or inequitable application of the terms and conditions of employment arising out of the agreement or any existing law rule, procedure or regulation,

administrative order or work rule of the City; provided, however, that such terms shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulations having the force and effect of law.

(c) Basic Standards and Principles

1. Every public employee shall have the right to present his or her grievances to his or her employer in accordance with provisions of this procedure, free from interference, coercion, restraint, discrimination or reprisal, and the grievance provisions established under this procedure shall provide the right to be represented at any or all stages thereof if the employee so chooses.

2. It shall be a fundamental responsibility of supervisors at all levels commensurate with the authority delegated to them by their supervisors, promptly to consider and take appropriate action under grievances presented to them by employees under their supervision.

3. It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be necessary to give effect to the provisions of this procedure.

(d) Grievances, Procedural Requirements; Appeals.

1. The first procedural stage shall consist of the employee's presentation of his or her grievance to his or her immediate supervisor who shall, to such extent as he or she may deem appropriate, consult with his or her department head. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not resolved within three (3) working days at the first stage, such employee may proceed to the second stage.

2. The second procedural stage shall consist of a request by the aggrieved employee, if he or she wishes, for a review and determination of his or her grievance by the department or agency head. In such case, the aggrieved employee and his or her immediate supervisor shall each submit to the head of the department or agency concerned, a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon such head of the department or agency concerned shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of the grievance procedure his or her representative, if he or she elects to have one, may appear and present oral and written statements or arguments. The department or agency

head shall discuss the grievance and proceedings with the City Manager. The final determination of the second stage of such grievance proceedings shall be made by the head of the department or agency concerned within five (5) work days of the date the grievance was presented to him or her by the employee.

3. If the employee so wishes, a third procedural stage shall be held which shall consist of a request for a review and determination of his or her grievance by the City Manager. Such review, if made, shall follow the procedures described in Paragraph 2. The final determination of the third stage, if held, shall be made within five (5) working days of the date the grievance was presented to the City Manager.

4. If a grievance is not resolved as outlined in paragraphs 1, 2, and 3 above, either party may then request, within thirty (30) days of receipt of step 3 response, the New York State Public Employees Relation Board to provide arbitration service. The authority of the Arbitrator shall be limited to the interpretation and application of this agreement. He/she shall have no right to add or to subtract from the agreement. The decision of the Arbitrator shall be final and binding on both parties. Any expense incidental to arbitration shall be equally borne by the City and the Union.

5. Notwithstanding any other provision of this Agreement, if a grievance is not submitted in writing within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) days from when the person or party should have known of the events occurrence, the grievance shall be denied upon the grounds that it was not timely submitted.

6. Class Action Grievances must be submitted within thirty (30) calendar days of the event giving rise to the grievance, or when the Association President should have known of the event.

Section 5. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through a PERB appointed arbitrator and through the procedures as provided under the Act.

Section 6. DISCIPLINE

(a) In order to establish a more harmonious and cooperative relationship between the City Government and its employees, it is hereby agreed that all labor, non-competitive and competitive class employees, both probationary and permanent employees, covered by this agreement shall be entitled to a disciplinary hearing in accordance with the procedures specified in Section 75 of the New York State Civil Service Law. Such disciplinary hearings shall be conducted only in the event that disciplinary action taken is not acceptable to

the affected employee.

ARTICLE 8

RETIREMENT

Section 1.

(a) The City agrees to provide for all employees hired prior to July 1, 1976 (Tier 1 and Tier 2 employees, covered under the contract the new improved twenty (20) year career retirement plan) 75-I of the New York State Retirement and Social Security Law.

(b) For all Tier 3 employees hired on or after July 1, 1976, the City will provide Article 14-15 of the New York State Retirement and Social Security Law.

(c) For all Tier 4 employees hired on or after September 1, 1983, the City will provide Article 15 of the New York State Retirement and Social Security Law.

(d) Descriptions of these plans are prepared by the New York State Retirement System and can be obtained in the City Comptroller's Department.

(e) All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits, until such time as a new Tier is established by the NYS Retirement System.

Section 2. The City agrees, in addition to the retirement benefits provided under Section 1 above, to provide for general employees the following benefits under the New York State Retirement System:

(a) World War II Veteran's Service Credit under Section 41, Sub-Division k.

(b) Allowance for unused sick leave credit under Section 41, Sub-Division j.

(c) Guaranteed ordinary death benefit under Section 60-b.

ARTICLE 9

SELF-INSURANCE PROGRAM

Section 1. The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment Contract between the City and the Civil Service Employees Association, Jefferson Local 823, dated April 21, 1992.

Section 2. Health Insurance Premiums: The City shall provide that all employees shall be eligible to have medical insurance. Effective July 1, 2005, all employees shall pay ten (10%) percent of the premium costs. Effective January 1, 2010, all employees shall pay twelve

(12%) percent of the premium costs.

Section 3. Employees hired prior to July 1, 1983 shall not be required to pay a health insurance premium in retirement. Employees hired on or after July 1, 1983 and prior to December 23, 1993 shall not be required to pay premiums for individual coverage in retirement.

Section 4. Should the City, during the contract year, sponsor open enrollment periods for the purposes of introducing new or alternative medical insurance coverage, employees shall have the option of changing to the new or alternative medical insurance coverage introduced.

Section 5. For employees hired after March 1, 1999, the City's obligation to pay the employee's share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

Section 6. For employees hired after March 1, 1999, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option, accept a cash payment of one thousand dollars (\$1,000) annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

Section 7. A Section 125 Plan shall be offered to employees to provide for employee health care expenses. Effective January 1, 2003, Childcare expenses shall be allowable expenses for inclusion in the Section 125 Plan.

Section 8. The City, CSEA and the other City Unions have implemented a Section 457 Plan. It was determined by this committee that the New York State Deferred Compensation Plan shall be offered to all employees. Effective July 1, 2003, employees shall have the ability to convert three (3) vacation days into dollars to be contributed to the employee's Section 457 deferred compensation plan each year. Implementation of this benefit will be defined by the labor management committee. Effective January 1, 2009, for those employees with 180 days of accrued sick time, they shall have the ability to convert three (3) sick days into dollars to be contributed to the employee's Section 457 deferred compensation plan or 125K plan each

year.

Section 9.

(a) Effective July 1, 1992, and until otherwise mutually agreed through Collective Negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.

(b) All benefits, terms, conditions and coverage under the self funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage which was provided to the CSEA prior to the institution of the Self Funded Health Insurance Plan, through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.

(c) A separate account shall be established by the City specifically for the funding and administration of this self insurance program. This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account. The City has agreed to absorb, in the General Fund, all service charges, and all wire transfer charges related to this Account. The City agrees that all monies in this Account will remain intact and be used for the sole purpose of the self insurance program. Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period has passed.

(d) The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self insurance Account. This monthly premium equivalent will be calculated per the following formula:

Multiply the number of family contracts x 2.24 (this factor is used to convert individual premium to family premium). Add this to the number of individual contracts. That equals the amount of covered lives.

Multiply number of covered lives x 12 = # covered lives per year. Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year. That equals the monthly individual premium.

Multiply individual premium x 2.24 = monthly family premium. If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

(e) An Insurance Review Advisory Committee was established on July 1, 1992, which consists of eight (8) people:

two (2) from each of the three (3) unions

two (2) from the City of Watertown

The purpose of this Advisory Committee shall be to review all activity of this self insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

- (I) Discussion by Advisory Committee
- (II) Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.
- (III) Advisory Committee will meet again to discuss the various recommendations from the unions' memberships.
- (IV) If there is unanimous consent of all three (3) unions, such items go to the City Council, for approval.
- (V) If recommendations are rejected by the City Council, items of common interest will remain the same.
- (VI) Nothing herein however shall preclude the CSEA from addressing with the City, during negotiations for Successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the CSEA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the CSEA's sole and exclusive right to bargain for its members, in successor contract negotiations, regardless of whether the other Unions and/or the Advisory Committee agrees or disagrees with the CSEA's demands, and nothing herein shall be deemed to be a waiver, by the CSEA, of said right.

(g) A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee. The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or non-covered benefit.

An appeals procedure will be established by this Committee, and provided to all employees, in due course. A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction. This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

(h) The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file/history, diagnosis/prognosis and/or records, without express written consent.

(i) Any change in the current co-pay structure as outlined in the respective contracts relating to employee contributions for health insurance, remain a negotiable item. Such negotiations to commence no later than September 1, 1992, after successful ratification and implementation of the Third Party Administrator Program.

Section 10.

(a) Employees hired after July 1, 1987, shall not be eligible for health insurance coverage under the City of Watertown Self Insurance Program if Spouse/Guardian currently has municipal health insurance coverage under the City of Watertown plan.

(b) Effective July 1, 2008, there shall be offered an annual buy-out out of \$1,500.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,800 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes.

(c) Employees hired after July 1, 1987, and who are eligible for either individual or family health insurance coverage as specified under Paragraph (a) above, will be eligible for the health insurance buyouts as defined in Paragraph (b) above, after six (6) months from the date of appointment.

(d) Employees hired after July 1, 1987, must provide the name and social security number of the spouse/guardian.

Section 11. Effective July 5, 1998, changes were made to the City's self-funded insurance plan (Plan) benefits as follows:

Add usual, customary and reasonable (UCR) charge limitations to existing plan; increase prescription drug claim co-payments; add mail order pharmacy coverage to existing prescription drug claim benefits and add third party exclusion and subrogation clause to existing plan. These plan revisions, additions or changes apply to expenses incurred on or

after July 5, 1998.

An amendment to the City's health insurance plan benefits detailing these changes has been drafted for inclusion in the Health Insurance Benefits Booklet.

Section 12. Effective January 1, 2003, changes will be made to the City's self-funded insurance plan (Plan) benefits as follows:

Add Major Medical co-pays to the existing plan (effective 7/1/03), increase prescription drug claim co-payments (effective 1/1/03), add mandatory pre-certification language (effective 1/1/03), and add doctor visit co-pays (effective 7/1/03). These plan revisions, additions or changes apply to expenses incurred on or after the effective date of implementation.

Section 13. Effective July 1, 2005, changes will be made to the City's self-funded insurance plan (Plan) benefits as follows:

Modify inpatient psychiatric benefit to reflect a 30-day limit, increase annual deductibles, and increase prescription drug claim co-payments. These plan revisions, additions or changes apply to expenses incurred on or after the effective date of implementation.

Section 14. Effective January 1, 2010, changes will be made to the City's self-funded insurance plan (Plan) benefits as follows:

Doctor visit co-pays will be \$5.00 per visit for participating providers and \$10.00 per visit for non-participating providers.

Section 15. Effective June 30, 2010, changes will be made to the City's self-funded insurance plan (Plan) benefits as follows:

Doctor visit co-pays will be \$7.00 per visit for participating providers and \$15.00 per visit for non-participating providers.

Section 16. CSEA and the City agree that CanaRx Prescription Program warrants further investigation as to the possible savings for the Health Insurance Plan. At the end of the investigation by the Health Insurance Committee, and in accordance with Article 9, Section 9(e), the prescription section of the health insurance may be reopened for discussions and possible changes during the contract period of July 1, 2008 through June 30, 2010.

Section 17. Wellness Committee. In an effort to increase health and well being to aid in the reduction of health insurance costs, the City and the Union agree to jointly develop a Wellness Plan for employees covered by the terms of this Agreement. A Wellness Committee of three (3) management and three (3) union members will be formed to develop Plan options for consideration by the Labor Management Committee.

ARTICLE 10
SAFETY PROGRAM

The City agrees to establish a program of safety inspection, education and training in its several departments and among its various employees. The City agrees to provide when needed, at no cost to the employee, safety shoes each year when requested by the employee. The City further agrees to replace safety shoes when needed. Determination of need of shoe replacement shall be made by the respective Department Head.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 1. THE ASSOCIATION

(a) Members of the Association who are designated by the Association to attend the yearly State-wide and regional delegates meetings, conferences, and meetings shall be permitted to do so without charge to leave time at the rate of four (4) employees for attendance at such meetings provided that the maximum time off shall not exceed thirty-two (32) working days. The thirty-two (32) days may be taken in any combination by the four (4) employees, but the total taken shall not exceed thirty-two (32) days. No more than two (2) employees from any functional area without prior approval from the City Manager.

(b) At least five (5) days written notice shall be given by the Association to the Department Head and the City Manager for such time off.

(c) The City agrees to permit the authorized representatives of the Association to visit members during City work hours for the purpose of explaining and enrolling members on a continuing basis in the Association's insurance programs provided that designation of the authorized representatives is made to the City Manager in advance in a timely manner. Unless the representatives of the Association and the insurance carrier identify themselves and announce their intentions ahead of time to the City Manager in writing by at least three (3) days notice, such permission for visitation during City work hours shall not be allowed.

(d) The Association shall have the right to post notices and other official communications on City bulletin boards.

(e) The City agrees to provide and handle premium payments for the CSEA Master Plan Insurance program by payroll deduction for the employees and for the Association. For carrying out this program wherein the City absorbs the administrative costs of

handling premium payments thereby helping the members to obtain automobile and homeowners insurance at reduced costs, it is agreed that the City shall not handle or process any claims under the program nor shall the City absorb or pay any costs of the program other than the cost of administration of the payroll deductions for premium payment.

(f) Duly appointed representatives of the union shall be permitted to devote up to two (2) hours maximum time per week to union affairs, if needed. In any event, prior notice shall be given to the Department, Unit or Agency Head by the representative away from his duty or attending to union affairs while on duty. Such notice shall be in writing or by oral notice with at least one (1) day's notice.

(g) When duly appointed representatives of the union wish to meet with unit employees who are working, prior notice shall be given to the immediate supervisor and/or Department Head of said employees.

Section 2. The lunch hour of the offices in the Municipal Offices or Departments shall be one (1) hour.

Section 3. Both parties agree that this contract constitutes the present entire Agreement between the City of Watertown and the Civil Service Employees Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.

Section 4. All promotional job openings in the competitive (except where there is a certified, binding eligible list), non-competitive and labor classifications will be posted in each work facility for at least fourteen (14) calendar days prior to the filling of such position, except in emergency situations. All job postings shall contain the following: The position title, the number of vacancies, salary and current work location of the openings, and the current shift, if applicable. All notices will be forwarded to the President of the Association at the time of the posting.

Any employee may submit his or her request, in writing, for any non-competitive labor classification position posted. The City agrees that it will review the credentials, including interviews, of the three (3) most senior employees who applied for and will accept the position, provided the employees meet the minimum qualifications for the position and possess the ability to perform in the position. For the purpose of this Agreement, seniority shall be defined as length of continuous service with the City in a position(s) covered by this Agreement since the employee's last date of hire. Final determination of appointment is reserved to the Appointing Authority.

All examination announcements in the competitive class will be posted in all work locations for fourteen (14) calendar days prior to the examination closing date. Each department and the President of the Association shall receive copies of all posted examination announcements at the earliest possible time prior to the posting of such notices.

Section 5. The City of Watertown and the Association agree to meet monthly for labor/management discussions. The Committee will consist of three (3) members from each side, union and employer. Either side may submit to the other a list of items to be discussed at the time of the meeting.

Section 6. Effective April 1, 2009, the City agrees to pay tuition for up to three (3) credit hours per semester for five (5) employees per semester at an accredited college or trade school for subjects approved by the City pertaining to the employee's job for subjects which are reasonably related to the position for an employee covered by this agreement. Such courses shall be taken on employee's time, without pay. Upon approval, a letter is to be written by the City Manager's office, notifying the college that the City will pay for tuition of an applicant when properly billed. Participation shall be on a first come, first served basis.

Section 7. The City and Association agree that the various types of motorized equipment as defined in Appendix A are classified as heavy equipment in accordance with applicable Civil Service job descriptions and classifications.

Section 8.

(a) A Seniority-in-Service schedule shall be prepared and posted in a conspicuous place in each department office. The record shall be revised on or about the first (1st) day of each month when necessary.

(b) The said Seniority-in-Service schedule shall operate in accordance with the procedure recommended by the State Department of Civil Service and the rules and regulations under which the Watertown Civil Service Commission functions.

(c) An employee who voluntarily vacates his position, and is off the City payroll for one year or longer, except on leave of absence or ill health, and subsequently re-enters City service after one (1) year shall be considered a new employee.

(d) In the event that an employee returns in one (1) year or less, then he/she shall retain all original benefits package.

Section 9. The City agrees to incorporate the following seniority clause as it pertains to future reductions in work force in the non-competitive and labor class: Seniority is that factor which will prevail in the case of lay-off, recall and reduction in forces. An employee's seniority

date shall be the date he/she begins his/her employ with the City. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure shall prevail:

1. The employee involved shall have the right to replace the least senior employee providing however, that the replaced employee has the same title.
2. If an employee cannot replace anyone within his/her title because of lack of seniority, he/she shall replace someone in an equal or lower title, within the same department with the least seniority, if qualified.
3. Before any lay-off occurs, the City will notify the President of the Association.
4. Recall shall be in reverse order of lay-off. A displaced employee shall remain on a recall list for four (4) years after each displacement. Refusal to accept an assignment at the same title and hours offered shall be cause for removal from a recall list.
5. For the purpose of lay-off and recall, departments shall be defined as follows:

- a. Comptroller Dept
- b. Purchasing Dept
- c. Assessment Dept
- d. City Clerk
- e. Civil Service
- f. Engineering Dept
- g. Public Works Dept, inclusive of Central Storeroom, On-Street Parking, Control of Animals, Bus Operations, Parks & Recreation and Central Garage
- h. Buildings
- i. Central Data Processing
- j. Police Dept, Civilian Employees only
- k. Fire Dept, Civilian Employees only
- l. Code Enforcement
- m. Water Dept
- n. Wastewater Treatment
- o. Library

Section 10. The Association agrees to annual performance reviews for all employees

covered by this contract. The City and the Association will collectively prepare an evaluation form. Upon completion and implementation the following shall occur: the employee shall have the right to discuss evaluations with his/her immediate supervisor or department head. Written evaluations shall be placed in the employee's official personnel file located in the City Manager's office. The employee being evaluated shall sign a copy of the written report and will receive a copy. It is expressly understood that signing of the evaluation does not necessarily mean that the employee agrees with the evaluation. The employee is entitled to submit a written response to be signed by the department head or supervisor and placed in the employee's official personnel file.

Section 11. Mandatory Training. Individuals covered by this contract are required to attend training classes provided by and paid for by the City which are necessary to maintain any required job certification or to maintain an employee's job skills.

ARTICLE 12

DEATH BENEFIT

Section 1. If a non-retired bargaining unit member dies, the City shall pay his/her estate for all unused accrued leave time at the rate of pay the employee was earning at the time of his/her death.

ARTICLE 13

REQUIREMENTS OF STATE LAW

Section 1. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Section 2. "THE AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 2010 AND TERMINATE AT THE CLOSE OF BUSINESS ON JUNE 30, 2013."

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives this ____ day of _____, 2010
CITY OF WATERTOWN, NEW YORK

CITY OF WATERTOWN, NEW YORK

EMPLOYEES UNIT, LOCAL 823, CSEA

By: _____

Mayor

By: _____

President, CSEA, City of Watertown

Local 823, Unit 7151

By: _____

City Manager

By: _____

Negotiating Team, CSEA, City of Watertown

Local 823, Unit 7151

By: _____

Negotiating Team, CSEA, City of Watertown

Local 823, Unit 7151

By: _____

Negotiating Team, CSEA, City of Watertown,

Local 823, Unit 7151

By: _____

Labor Relations Specialist

APPENDIX A
HEAVY EQUIPMENT

The following pieces of equipment are recognized as Heavy Equipment:

1. 1-72; 1979 Champion Grader
2. 1-73; 1989 Barber Green Paver
3. 1-77; 1977 SMI Blower
4. 1-78; 1985 Vohl DV 1104 Snowblower
5. 1-64; 1986 Case Excavator
6. 1-60; 1968 Gallion Roller
7. All Municipal Street Plows, Exclusive of Wing Operators.
8. 1-10 Hydraulic Excavator
9. 1-48 Tractor Trailer
10. Effective April 1, 2009, Tree Truck 1-59. When this piece of equipment is operated in the aerial platform mode, the employee operating the equipment will be paid as a Heavy Equipment Operator.

APPENDIX B

City of Watertown Health Benefits Plan Amendment

The City of Watertown has adopted and amended the following provisions for the self-funded City of Watertown Health Benefits Plan.

Amendment Effective Date: July 5, 1998

Classification of Employees: This amendment applies only to CSEA members who have an agreement with the City of Watertown to provide these benefits.

Nature of Amendment: Add usual, customary and reasonable (UCR) charge limitations to existing plan; increase current prescription drug claim co-payments; add mail in pharmacy coverage to existing prescription drug claim benefits; add third party exclusion and subrogation clause to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after July 5, 1998.

The 2000-2005 contract provides an amendment which (1) increases the current Prescription Drug Claim Co-Payments (effective 1/1/03); (2) adds a Major Medical 80/20 co-insurance with \$100/\$300 cap (effective 7/1/03); (3) adds doctor visit co-pays (effective 7/1/03), \$4 in-network; \$8 out-of-network; (4) adds mandatory pre-certification language (1/1/03).

The 2005-2008 contract provides an amendment which becomes effective July 1, 2005 and which contains the following changes: (1) increases the current Prescription Drug Co-Payments (2) adds a 30-day limit for inpatient psychiatric and (3) increases annual deductibles.

The 2008-2010 contract provides an amendment which (1) increase the doctor visit co-pays (effective 1/1/10), \$5 in network, \$10 out of network; and (effective 6/30/10) \$7 in network and \$15 out of network.

1. Usual, Customary and Reasonable Charges Limitations

Provision Affected

Add to plan, section XVI - General Provisions following H. Claims appeal:

I. Allowable fees

For eligible CSEA members and their dependents only. All plan benefits will be based on allowable fees for covered services rendered by covered providers.

a. Non-participating providers (Out of network)

If you obtain services from non-participating providers, allowable fees mean the usual, customary and reasonable (UCR) charges, as decided by the claims administrator, for covered medical services rendered and billed by a covered provider. The plan will limit covered expenses to the UCR amount. If you use an out of network provider, you will be responsible for the payment of charges that are more than the UCR amount, plus any applicable deductible and percentage co-payments.

b. Participating Providers (Network)

If you obtain services from participating or network providers, allowable fees means the network allowance for covered services and supplies. The network providers accept the network allowance as payment in full, so usually there is no out of pocket costs to you.

Provision Affected

Add to plan, section XII - Exclusions, change existing U. Other exclusions to V. Other exclusions, Insert the following between T. Inpatient Hospital Days and V. Other exclusions:

U. Unreasonable Charges. For CSEA members and their dependents the plan excludes charges that are more than any fees found usual, customary and reasonable according to Plan provisions.

Provision Affected

Add to plan, section XVII - Glossary of terms used, after definition for "Total Disability" and "Totally Disabled".

Usual, Customary and Reasonable Charge - The lowest of:

1. The actual charge for the services or supply.
2. The usual charge by the doctor or other provider for the same or similar service or supply; or
3. The usual charge of other doctors or other providers in the same or similar geographic area for the same or similar service or supply (prevailing fees).

In determination of benefits for a claim, the usual level of charges may be modified by a relative value study, where appropriate, to model actual claims experience in a given area

Negotiated Language

across a range of percentiles. The term "area" as it would apply to any particular service, medicine, or supply means a zip code, county or such greater area as is necessary to obtain a representative cross section of level charges. The part of the cost that exceeds that of any other services that would have been sufficient to safely and adequately diagnose or treat an individual's physical or mental condition will not be deemed as usual, customary or reasonable charges. Usual, customary and reasonable allowances will be set at the 90th percentile of HIAA/PHCS or its equivalent where sufficient data is available. The determination of the Usual, Customary and Reasonable Charge for a service or supply is made by the Claims Administrator. In the event that a usual, reasonable and customary allowance is disputed, an enrollee may appeal following the normal appeals process.

Major Medical Co-Pay means the amount of coinsurance you must pay each calendar year for Major Medical Expenses. Major Medical expenses are any allowable fee for medical services NOT available under or related to hospital benefits.

Preferred Brand Drug is a brand name drug with no generic available.

Non-preferred Brand Drug is a brand name drug that has a generic equivalent.

Plan exclusions: Section XII - Exclusions; U. Unreasonable Charges. For CSEA Members and their dependents, the Plan excludes charges that are more than any fees found usual, customary and reasonable according to Plan limitations.

The City of Watertown agrees to reimburse charges that are balance billed by providers due to denial by the Claims Administrator based on the Unreasonable charges exclusion. This reimbursement only applies to charges that are more than any fees found usual, customary and reasonable for covered services. It does not apply to balance billings for deductibles, co-payments, charges more than other Plan benefit limits, or charges for excluded services and supplies. To obtain City reimbursement, the employee must attach a copy of the Plan's explanation of benefits, showing the fee reduction, and a copy of the provider's itemized balance due bill to his or her written request for reimbursement. The request should be sent to POMCO.

Reimbursement Limits:

1. For expenses incurred during the first 12 months after effective date

Full reimbursement of charges denied by the Claims Administrator and balance billed by the provider, per covered service, due to unreasonable charges exclusion.

2. For Expenses incurred after the first 12 months

Reimbursement will be allowed for charges denied by the Claims administrator in excess of \$1,500 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500 and the amount over \$1,500 (which is eligible for reimbursement).

2. Increase Prescription Drug Claim Co-payment

Provision Affected

Revise current provision, section XIII - Prescription drug claims. Delete the last sentence of first paragraph beginning with ...He will fill your prescription....., replace the deleted sentence with:

For eligible CSEA Members and their eligible dependents; effective July 1, 2005, the Plan will fill the written prescription, for which the employee or dependent will sign and pay a \$30.00 co-payment on non-preferred brand name drugs, a \$10.00 co-payment on preferred brand name drugs; and a \$5.00 co-payment on generic drugs.

3. Mail Order Pharmacy Coverage

Provision Affected

Add to section XIII - Prescription drug claims, insert number and heading before Paragraph #1, under section title:

Section XIII - Prescription Drug Claims

1. Pharmacy

You can use your Health Direct Pharmacy Prescriptions....

Add to section XIII - Prescription drug claims, at the end of section following the last paragraph as follows:

.....Missing information will delay processing of the claim.

2. Mail Service Pharmacy

This benefit is available only for eligible CSEA Members and their eligible dependents.

A mail order drug program is also available through this plan. The Pharmacy is Health Direct Pharmacy and ProAct Pharmacy administers the drug plan. You or your dependent

may choose to use the mail service pharmacy to obtain maintenance drugs. This option allows you or your dependents to purchase up to a 90 day supply of maintenance drugs at a lower co-payment than you would pay for a lesser supply of the same drug purchased at your local pharmacy. As the costs for drugs obtained through the mail service are less than the same drugs purchased through a network or out of network pharmacy, you save costs for yourself and the plan when you use the mail service pharmacy. Maintenance medications are prescription drugs used on an ongoing basis and are associated with the treatment of such illnesses as anemia, arthritis, diabetes, emphysema, heart disorders, high blood pressure, thyroid or adrenal conditions, ulcers, etc. After the applicable co-payment, made by you, Health Direct Pharmacy will mail the drugs directly to your home, then bill the plan directly for the remainder of the costs. You or your dependent will be required to pay the following co-payments at the time you send your mail service order form:

Co-payments: Effective January 1, 2003

Brand Name Drugs	\$7.50 per each prescription purchase
Generic Drugs	\$2.50 per each prescription purchase

How to use the mail service pharmacy program:

- ◆ When your doctor writes a prescription for a maintenance drug (one taken regularly or on a long-term basis), ask him or her to indicate the number of refills allowed.
- ◆ For your first mail service order, complete the supplied patient profile/registration form. Forms can be obtained from your employer or Health Direct Pharmacy.
- ◆ For original and refill prescriptions, complete the supplied order form. A new order form and envelope will be included with each delivery.

Your check or money order to pay the applicable co-payments, should be enclosed with your order form. Mail the completed order form and check to: Health Direct Pharmacy at the address show below:

Health Direct Pharmacy Services
31 E. Main Street
Gouverneur NY 13642-9987

Your medication will be delivered to your home by first class mail or UPS. You should allow 10-14 days from the time you mail your prescription forms until delivery of your medication. However, to ensure that you do not leave yourself without an adequate supply of medication, you will be best protected if you order when you have a minimum of a three week supply of your current medication. Health Direct Pharmacy will bill the Plan for the costs of covered

maintenance drugs and receive a direct payment from the plan.

Health Direct Pharmacy will answer your questions or concerns. You may write to them at the address shown above or call their customer service toll free number during the business hours shown below:

Health Direct Pharmacy

1-866-287-9885

24 hours a day, 7 days a week

4. Subrogation Clause

Provision Affected

Add exclusion, section XII - Exclusions, change caption from V. Other Exclusions to read W.

Other Exclusions, insert between U. Unreasonable Charges and W. Other Exclusions:

Third Party Recovery Provision

Right of Subrogation and Refund

When this provision applies: CSEA employees and their dependents (hereinafter collectively referred to as "Covered Person" may incur medical charges due to injuries which may be caused by the act or omission of a third party. In such circumstances, the Covered Person may have a claim against that third party, or insurer, for payment of the medical charges. Accepting benefits under this plan for those incurred medical expenses automatically assigns to the Plan any rights the Covered Person may have to recover payments of medical expenses from any third party or insurer. This subrogation right allows the Plan to pursue any claim which the Covered Person has against any third party, or insurer, whether or not the Covered Person chooses to pursue that claim. The plan may make a claim directly against the third party or insurer, but in any event, the Plan has a lien on any amount recovered by the Covered Person whether or not designated as payment for medical expenses. This lien shall remain in effect until the plan is repaid in full.

The Covered Person:

1. Automatically assigns to the Plan his or her right to recover medical expenses paid by the Plan against any third party or insurer when this provision applies.

Amount subject to subrogation or refund. The Covered Person agrees to recognize the Plan's right to subrogation and reimbursement. The Plan's subrogation and refund rights, as well as the rights assigned to it, are limited to the extent to which the Plan has made, or will

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make, payments for medical charges.

When a right of recovery exists, the Covered Person will execute and deliver all required instruments and papers as well as cooperate to do what is needed to secure the Plan's right of subrogation as a condition to having the Plan make payments. In addition, the Covered Person will not knowingly do anything to prejudice the right of the Plan to subrogate.

Defined Terms. "Recovery" means monies paid to the Covered Person by way of judgement or settlement, for losses caused by the injuries or sickness which losses reflect medical charges covered by the Plan.

"Subrogation" means the Plan's right to pursue the Covered Person's claims for medical charges against the other person.

"Refund" means repayment to the Plan for medical benefits that it has paid toward care and treatment of the injury or sickness.

Recovery from another plan under which the Covered Person is covered. This right of refund also applies when a Covered Person recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan or any liability plan.

Assignment of Rights. As a condition to the Plan making payments for any medical charges, the Covered Person must assign to the Plan his or her rights to any recovery arising out of or related to any act or omission that caused or contributed to the injury or sickness for which such benefits are to be paid. The scope of this assignment and the amount subject to subrogations or refund is limited to medical expenses actually paid.

Compromise of Refund and Obligations to Continue Medical Benefits and To Contribute Attorney's Fees, Costs and Expenses. If the Covered Person pursues a claim for personal injuries against a Third Party, the Covered Person or his legal representative is not precluded from compromising the amount of the refund after consultation and approval by the City and is entitled to a reasonable set off of attorney's fees, court costs, and other disbursements. Nothing herein will prejudice the Covered Person's right to payment of covered medical expenses unless it has been finally determined by an independent arbitrator that the Covered Person has materially breached the Third Party Recovery Provision.

Deductible Increase Language

Amendment to Plan language. Section IX – Other Health Care & Professional Services. Effective 7/1/05, you and each dependent in your family are responsible for the payment of the annual deductible of \$120.00. However, the maximum number of deductibles per calendar

Negotiated Language

year for members of the same family is limited to three, for a family deductible of \$360.00 annually.

Doctor Visit Co-Pay Language and Major Medical Deductible

Addition to Plan language. Section IX – Other Health Care & Professional Services. Effective 7/1/03 all persons covered under this plan will be subject to a \$4.00 co-pay for in-network doctor visits and an \$8.00 co-pay for out-of-network doctor visits. Effective 1/1/10 all persons covered under this plan will be subject to a \$5 co-pay for in network doctor visits and a \$10 co-pay for out of network doctor visits. Effective 6/30/10 all persons covered under this plan will be subject to a \$7 co-pay for in network doctor visits and a \$15 co-pay for out of network doctor visits.

Effective 7/1/03, all persons covered will also be subject to an out-of-network Major Medical co-pay. Major Medical expenses, after the deductibles listed above, will be reimbursed at 80% of the allowable fees for the first \$500, and thereafter, the plan will pay 100% of all allowable fees. The maximum Major-Medical co-payment amount per calendar year for members of the same family is \$300.

Revised Prescription Drug Claim Co-Payment Language

Revise Current Provision, SECTION XIII – Prescription Drug Claims

1. Pharmacy. You can use your prescription drug card at any pharmacy displaying the appropriate logo. The City Comptroller's Office has a complete listing of participating pharmacies. Present your Prescription Drug Card and prescription to the pharmacist. Effective July 1, 2005, the Plan will fill the written prescription, for which the employee or dependent will sign and pay a \$5.00 co-payment on generic drugs; a \$10.00 co-payment on preferred brand name drugs; and a \$30.00 co-payment on non-preferred brand name drugs.

If you go to a non-participating pharmacy, or do not use the prescription card, you must pay for the prescription. To receive reimbursement, complete a prescription drug claim form and send this form and your original payment receipt to:

ProAct
520 East Main Street
Gouverneur, New York 13642

Additions and Modification to plan language: Section V- Benefits Management Program

1. Mandatory Pre-admission Review Program.

A. When You Must Have Pre-admission Review. Pre-admission review means that all elective non-emergency, non-urgent and non-maternity inpatient admissions must be reviewed as soon as your doctor determines that you should be admitted as an inpatient. An inpatient admission is when you spend at least one night in a hospital or other approved facility. These admissions include medical, psychiatric and surgical cases. Elective admissions are defined as:

- Those admissions which may be scheduled or are routine. This group includes cases where there is no urgency for immediate or very early medical evaluation or treatment because the possibilities of serious consequences resulting from the lack of medical evaluation are small.

The pre-admission review process does not apply to emergency, urgent or maternity hospital admissions. However, notice of emergency, urgent or maternity admissions is required.

2. Emergency, Urgent or Maternity Inpatient Admissions

A. Need to Give Notice for an Emergency, Urgent or Maternity Inpatient Admission. All emergency, urgent or maternity inpatient admissions must be called in by you, a member of your family, your doctor or the facility within 72 hours following an inpatient admission to a hospital or other approved facility, using the same pre-admission review toll-free numbers.

If you do not call within 72 hours following your admission, you will be subject to the \$125 inpatient deductible.

B. Emergency Admissions. Emergency admissions apply to medical conditions or acute trauma such that life, limb or the bodily function of

the patient depends on the immediacy of medical treatment. In an emergency admission, the condition requires immediate medical attention, and any delay in receiving treatment would be harmful to the patient. The patient does not have to be admitted via the emergency room to be considered an emergency admission.

- C. **Urgent Admissions.** Urgent admissions involve medical conditions or acute trauma such that medical attention, while not immediately essential, should be provided very early in order to prevent possible loss or impairment of life, limb or body function.

- D. **Maternity Admissions.** A maternity admission is one in which a pregnant patient is admitted to give birth. Although admissions for incomplete abortion, toxemia and ectopic pregnancy are not considered maternity admissions, these diagnoses will be considered as either urgent or emergency admissions.

- E. **If It Is Determined the Admission Was Not an Emergency, Urgent Or Maternity Admission.** If you are admitted to a hospital or other approved facility, and it is later determined that such admission was not either an emergency, urgent or maternity admission, and you followed the emergency procedures described in Item 2 above when you should have followed the pre-admission procedures described in Item 3 below you will incur the \$125 inpatient deductible.

- 3. **How You Start the Pre-admission Review Process.** You, a member of your family or your doctor must start the pre-admission review process by calling the following number:

1-800-766-2648

Please do not call this number for information about claims or benefits.

If You Fail to Call for Pre-admission Review. *It is your responsibility*

Negotiated Language

to make certain that the telephone call is made to meet the pre-admission review requirement. If you do not meet the pre-admission review requirement, you will be subject to a \$125 inpatient deductible. This means that the first \$125 of inpatient charges will be your responsibility to pay. Informing the doctor of the pre-admission review requirement does not eliminate the \$125 inpatient deductible if the call is not made.

As long as the telephone call is made prior to your inpatient admission, you will not be subject to the \$125 inpatient deductible.

If you fail to make the pre-admission review telephone call, you will incur the \$125 inpatient deductible.

B. Skilled Nursing Facility/Home Care Placement. Skilled Nursing Facility/Home Care Placement will help to coordinate a smooth transition for patients leaving the inpatient setting and going into a skilled nursing facility or returning home.

Cases will be identified at the pre-admission stage for those patients who would benefit from alternative care in a skilled nursing facility or in a home care environment.

Psychiatric Services

Amendment to Plan language. Section VI – Hospital Benefits

The plan will pay up to 365 days of care for each spell of illness. The days of care may be for inpatient hospital care, maternity care in a birthing center, skilled nursing facility care or home health care. There is a limit of 30 benefit days of care for a spell of illness for mental or nervous conditions. Each day of inpatient hospital care counts as one (1) day of care toward the 365 day benefit limit. Each day of care in a Skilled Nursing Facility counts as one half(1/2) a day toward the 365 benefit day limit. Each home care visit counts as one third(1/3) a day of care toward the 365 benefit day limit.

A. Inpatient Hospital Care

3. Length of Stay. Each day of inpatient hospital care or care in a birthing

center counts as one day of care toward the 365 benefit day limit. The plan will only pay for 30 days of care during a spell of illness for care of mental and nervous conditions. The 30 days are not in addition to the 365 benefit days of care for a spell of illness. They are counted toward determining when you have reached the maximum 365 benefit days.

Amendment to Plan language. Section VIII – Psychiatric Services

A. Inpatient Psychiatric Services

2. Number of Days of care for psychiatric conditions.

Each day of inpatient care for psychiatric conditions counts as one (1) day and each day or night treatment counts as one-half(1/2) day of care towards the 365 day limit. However, even if the 365 day limit is not exhausted, the Plan will not pay for more than 30 days of care for psychiatric conditions per person per calendar year.

4. Limitation of Days of professional services for psychiatric conditions.

- a. The days you receive professional services described in A. above are counted toward determining when you have reached the 365 day benefit of medical visits in a spell of illness. However, even if the 365 day benefit is not exhausted, the Plan will not pay for more than a total of 30 days per person per calendar year for these professional services.

APPENDIX C

**City of Watertown CSEA Employees's Health Benefits Plan
Plan Amendment
Effective July 5, 1998**

The City of Watertown has adopted and amended the following provisions for the self-funded City of Watertown CSEA Employee's Health Benefits Plan.

Nature of Amendment:

This amendment adds (1) usual, customary and reasonable (UCR) charge limitations to existing Plan; (2) increases current Prescription Drug Claim co-payments; (3) adds Mail Order Pharmacy coverage to existing Prescription Drug Claim benefits; (4) adds subrogation clause to existing Plan. These Plan revisions, additions or changes apply to expenses incurred on or after July 5, 1998.

The 2000-2005 contract provides an amendment which (1) increases the Prescription Drug Claim Co-Payments; (2) adds a Major Medical 80/20 co-insurance with \$100/\$300 cap; (3) adds doctor visit co-pays, \$4 in-network; \$8 out-of-network; (4) adds mandatory pre-certification language.

The 2005-2008 contract provides an amendment which becomes effective July 1, 2005, and which contains the following changes: (1) increases the current Prescription Drug Co-Payments (2) adds a 30-day limit for inpatient psychiatric and (3) increases annual deductibles.

The 2008-2010 contract provides an amendment which (1) increase the doctor visit co-pays (effective 1/1/10), \$5 in-network, \$10 out-of-network; and (effective 6/30/2010) \$7 in-network and \$15 out-of-network.

**1. Usual, Customary and Reasonable Charges Limitations
Add to Plan, SECTION XVI - GENERAL PROVISIONS**

I. Allowable Fees

All Plan benefits will be based on allowable fees for covered services rendered by covered providers.

a. Nonparticipating Providers (Out-of-Network)

If you obtain services from nonparticipating providers, allowable fees mean the usual, customary, and reasonable (UCR) charges, as decided by the Claims Administrator, for covered medical services rendered and billed by a covered provider. The Plan will limit covered expenses to the UCR amount. If you use an out-of-network provider, you will be responsible for the payment of charges that are more than the UCR amount, plus any applicable deductible and percentage co-payments.

b. Participating Providers (Network)

If you obtain services from participating or network providers, allowable fees mean the network allowance for covered services and supplies. The network provider accepts the network allowance as payment in full, so usually there is no out of pocket costs to you.

Add to Plan, **SECTION XII - EXCLUSIONS,**

V. Unreasonable Charges. The Plan excludes charges that are more than any fees found usual, customary, and reasonable according to Plan provisions. The City of Watertown agrees to reimburse charges that are balance billed by providers due to denial by the Claims Administrator based on the Unreasonable Charges Exclusion. This reimbursement only applies to charges that are more than any fees found usual, customary and reasonable for covered services. It does not apply to balance billings for deductibles, co-payments, charges more than other Plan benefit limits, or charges for excluded services and supplies. To obtain City reimbursement, the employee must attach a copy of the Plan's explanation of benefits, showing the fee reduction, and a copy of the provider's itemized balance due bill showing payment has been made to the UCR Claim

Form. The request should be sent to **POMCO**.

Reimbursement Limits:

1. For Expenses Incurred During the First 12 Months after Effective Date
Full reimbursement of charges denied by the Claims Administrator and balance billed by the provider, per covered service, due to unreasonable charges exclusion.
2. For Expenses Incurred During the Next 12 Months
Reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1,500 per year only when balance billed by the provider. The enrollees must provide evidence of balance bill payments for the base \$1,500 and the amount over \$1,500 (which is eligible for reimbursement).

Add to Plan, **SECTION XVII - GLOSSARY OF TERMS USED, after definition for "Total Disability"**:

Usual, Customary and Reasonable Charge - The lowest of:

1. The actual charge for the service or supply;
2. The usual charge by the doctor or other provider for the same or similar service or supply; or
3. The usual charge of other doctors or other providers in the same or similar geographic area for the same or similar service or supply (prevailing fees).

In the determination of benefits for a claim, the usual level of charges may be modified by a relative value study, where appropriate, to model actual claims experience in a given area across a range of percentiles. The term "area" as it would apply to any particular service, medicine, or supply means a zip code, county or such greater area as is necessary to obtain a representative cross section of level charges. The part of the cost that exceeds that of any other services that would have been sufficient to safely and adequately diagnose or

treat an individual's physical or mental condition will not be deemed as usual, customary or reasonable charges. Usual, customary, and reasonable allowances will be set at the 90th percentile of HIAA/PHCS or its equivalent where sufficient data is available. The determination of the Usual, Customary and Reasonable Charge for a service or supply is made by the Claims Administrator. In the event that a usual, reasonable, and customary allowance is disputed, an enrollee may appeal following the normal appeals process.

Major Medical Co-Pay means the amount of coinsurance you must pay each calendar year for Major Medical Expenses. Major Medical expenses are any allowable fee for medical services NOT available under or related to hospital benefits.

Preferred Brand Drug is a brand name drug with no generic available.

Non-preferred Brand Drug is a brand name drug that has a generic equivalent.

2. Increase Prescription Drug Claim Copayment

Provision Affected:

Revise Current Provision, SECTION XIII - PRESCRIPTION DRUG CLAIMS,

1. Pharmacy. You can use your prescription drug card at any pharmacy displaying the appropriate logo. The City Comptroller's Office has a complete listing of participating pharmacies. Present your Prescription Drug Card and prescription to the pharmacist. Effective July 1, 2005, the Plan will fill the written prescription, for which the employee or dependent will sign and pay a \$30.00 co-payment on non-preferred brand name drugs, a \$10.00 co-payment on preferred brand name drugs; and a \$5.00 co-payment on generic drugs.

If you go to a non-participating pharmacy, or do not use the prescription card, you must pay for the prescription. To receive reimbursement, complete a prescription drug claim form and send this form and your original payment receipt to:

ProAct
520 East Main Street
Gouverneur, New York 13642

3. Mail Order Pharmacy Coverage

Provision Affected:

Add to SECTION XIII - PRESCRIPTION DRUG CLAIMS

2. Mail Service Pharmacy

A mail order drug program is also available through this Plan. The Pharmacy is Health Direct Pharmacy and the drug program is administered by ProAct. You or your dependent may choose to use the mail service pharmacy to obtain maintenance drugs. This option allows you or your dependent to purchase up to a 90-day supply of maintenance drugs at a lower co-payment than you would pay for a lesser supply of the same drug purchased at your local pharmacy. As the costs for drugs obtained through the mail service are less than the same drugs purchased through a network or out of network pharmacy, you save costs for yourself and the Plan when you use the mail service pharmacy. Maintenance medications are prescription drugs used on an ongoing basis and are associated with the treatment of such illnesses as anemia, arthritis, diabetes, emphysema, heart disorders, high blood pressure, thyroid or adrenal conditions, ulcers, etc. After the applicable co-payment made by you, Health Direct Pharmacy, will mail the drugs directly to your home, then bill the Plan directly for the remainder of the costs. You or your dependent will be required to pay the following co-payments at the time you send your mail service order form:

Co-payments: Effective January 1, 2003

Brand Name Drugs	\$ 7.50 per each prescription purchase
Generic Drugs	\$ 2.50 per each prescription purchase

How to Use the Mail Service Pharmacy Program

· When your doctor writes a prescription for a "maintenance drug" (one taken regularly or on a long-term basis), it MUST be for a 90 day supply and you

should ask him or her to indicate the number of refills allowed.

- For your **FIRST** mail service order, complete the supplied patient profile/registration form. Forms can be obtained from the City Comptroller's Office.
- For original and refill prescriptions, complete the supplied order form. A new order form and envelope will be included with each delivery.
- Your check or money order to pay the applicable co-payments, should be enclosed with your order form. Mail the completed order form and check to:

Health Direct Pharmacy Services
31 E. Main Street
Gouverneur, NY 13642-9987

Your medication will be delivered to your home by first-class mail or UPS. You should allow 10-14 days from the time you mail your prescription forms until delivery of your medication. However, to ensure that you do not leave yourself without an adequate supply of medication, you will be best protected if you order when you have a minimum of a three-week supply of your current medication. Health Direct Pharmacy Services will bill the Plan for the costs of covered maintenance drugs and receive direct payment from the Plan. Health Direct Pharmacy Services will answer your questions or concerns. You may call their customer service toll-free number during the business hours shown below:

Health Direct Pharmacy Services
1-866-287-9885 (24 hrs. a day)

4. Subrogation Clause

Add to plan, SECTION XVI - GENERAL PROVISIONS

J. Right of Subrogation and Refund

1. Defined Terms.

"Recovery" means monies paid to the covered Person by way of judgment or settlement, for losses caused by the injuries or sickness which losses reflect medical charges covered by the Plan.

"Subrogation" means the Plan's right to pursue the Covered Person's claims for medical charges against the other person.

"Refund" means repayment to the Plan for medical benefits that it has paid toward care and treatment of the injury or sickness.

2. This provision applies when: individuals covered by this amendment (hereinafter collectively referred to as "Covered Person") incur medical charges due to injuries which may be caused by the act or omission of a third party. In such circumstances, the Covered Person may have a claim against that third party, or insurer, for payment of the medical charges. Accepting benefits under this Plan for those incurred medical expenses automatically assigns to the Plan any rights the Covered Person may have to recover payments of medical expenses from any third party or insurer. This subrogation right allows the Plan to pursue any claim which the Covered Person has against any third party, or insurer, whether or not the Covered Person chooses to pursue that claim. The Plan may make a claim directly against the third party or insurer, but in any event, the Plan has a lien on any amount recovered by the Covered Person whether or not designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full. The Covered Person automatically assigns to the Plan his or her right to recover medical expenses paid by the Plan against any third party or insurer when this provision applies.

3. Amount subject to subrogation or refund: The Covered Person agrees to recognize the Plan's right to subrogation and reimbursement. The Plan's subrogation and refund rights, as well as the rights assigned to it, are limited to the extent to which the Plan has made, or will make, payments for medical charges. When a right of recovery exists, the Covered Person will execute and deliver all required instruments and papers as well as cooperate to do what is needed to secure the Plan's right of subrogation as a condition to having the Plan make payments. In addition, the Covered Person will not knowingly do anything to prejudice the right of the Plan to subrogate.

4. Recovery from another plan under which the Covered Person is covered.

This right of refund also applies when a Covered Person recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan or any liability plan.

5. Assignment of Rights. As a condition to the Plan making payments for any medical charges, the Covered Person must assign to the Plan his or her rights to any recovery arising out of or related to any act or omission that caused or contributed to the injury or sickness for which such benefits are to be paid. The scope of this assignment and the amount subject to subrogation or refund is limited to medical expenses actually paid.

6. Compromise of refund and obligations to continue medical benefits and to contribute attorney's fees, cost and expenses. If the Covered Person pursues a claim for personal injuries against a Third Party, the Covered Person or his legal representative is not precluded from compromising the amount of the refund, after consultation and approval by the City, and is entitled to a reasonable set off of attorney's fees, court costs and other disbursements. Nothing herein will prejudice the Covered Person's right to payment of covered medical expenses unless it has been finally determined by an independent arbitrator that the Covered Person has materially breached the Third Party Recovery Provision.

Deductible Increase:

Addition to Plan language. Section IX – Other Health Care & Professional Services.

Effective 7/1/05, you and each dependent in your family are responsible for the payment of the annual deductible of \$120.00. However, the maximum number of deductibles per calendar year for members of the same family is limited to three(3), for a family deductible of \$360.00 annually.

Doctor Visit Co-Pay Language and Major Medical Deductible

Addition to Plan language. Section IX – Other Health Care & Professional Services.

In addition to the deductibles detailed above, effective 7/1/03 all persons covered under this plan will be subject to a \$4.00 co-pay for in-network doctor visits and an \$8.00 co-pay for out-of-network doctor visits. . Effective 1/1/10 all persons covered under this plan

will be subject to a \$5 co-pay for in network doctor visits and a \$10 co-pay for out of network doctor visits. Effective 06/30/10 all persons covered under this plan will be subject to a \$7 co-pay for in network doctor visits and a \$15 co-pay for out of network doctor visits.

Effective 7/1/03, all persons covered will also be subject to an out-of-network Major Medical co-pay. Major Medical expenses, after the deductibles listed above, will be reimbursed at 80% of the allowable fees for the first \$500, and thereafter, the plan will pay 100% of all allowable fees. The maximum Major-Medical co-payment amount per calendar year for members of the same family is \$300.

Additions and Modification to plan language: Section V- Benefits Management Program
Effective 1/1/03

A. Mandatory Pre-admission Review Program.

1. When You Must Have Pre-admission Review. Pre-admission review means that all elective non-emergency, non-urgent and non-maternity inpatient admissions must be reviewed as soon as your doctor determines that you should be admitted as an inpatient. An inpatient admission is when you spend at least one night in a hospital or other approved facility. These admissions include medical, psychiatric and surgical cases. Elective admissions are defined as:

Those admissions which may be scheduled or are routine. This group includes cases where there is no urgency for immediate or very early medical evaluation or treatment because the possibilities of serious consequences resulting from the lack of medical evaluation are small.

The pre-admission review process does not apply to emergency, urgent or maternity hospital admissions. However, notice of emergency, urgent or maternity admissions is required.

Emergency, Urgent or Maternity Inpatient Admissions

- A. Need to Give Notice for an Emergency, Urgent or Maternity Inpatient Admission. All emergency, urgent or maternity inpatient admissions must be called in by you, a member of your family, your doctor or the facility within 72 hours following an inpatient admission to a hospital or other approved facility, using the same pre-admission review toll-free numbers.

If you do not call within 72 hours following your admission, you will be subject to the \$125 inpatient deductible.

B. Emergency Admissions. Emergency admissions apply to medical conditions or acute trauma such that life, limb or the bodily function of the patient depends on the immediacy of medical treatment. In an emergency admission, the condition requires immediate medical attention, and any delay in receiving treatment would be harmful to the patient. The patient does not have to be admitted via the emergency room to be considered an emergency admission.

C. Urgent Admissions. Urgent admissions involve medical conditions or acute trauma such that medical attention, while not immediately essential, should be provided very early in order to prevent possible loss or impairment of life, limb or body function.

D. Maternity Admissions. A maternity admission is one in which a pregnant patient is admitted to give birth. Although admissions for incomplete abortion, toxemia and ectopic pregnancy are not considered maternity admissions, these diagnoses will be considered as either urgent or emergency admissions.

E. If It Is Determined the Admission Was Not an Emergency, Urgent

or Maternity Admission. If you are admitted to a hospital or other approved facility, and it is later determined that such admission was not either an emergency, urgent or maternity admission, and you followed the emergency procedures described in Item 2-A above when you should have followed the pre-admission procedures described in Items 1-A and 1-B, you will incur the \$125 inpatient deductible.

2. How You Start the Pre-admission Review Process. You, a member of your family or your doctor must start the pre-admission review process by calling the following number:

1-800-766-2648

Please do not call this number for information about claims or benefits.

If You Fail to Call for Pre-admission Review. It is your responsibility to make certain that the telephone call is made to meet the pre-admission review requirement. If you do not meet the pre-admission review requirement, you will be subject to a \$125 inpatient deductible. This means that the first \$125 of inpatient charges will be your responsibility to pay. Informing the doctor of the pre-admission review requirement does not eliminate the \$125 inpatient deductible if the call is not made.

As long as the telephone call is made prior to your inpatient admission, you will not be subject to the \$125 inpatient deductible.

If you fail to make the pre-admission review telephone call, you will incur the \$125 inpatient deductible

C. Skilled Nursing Facility/Home Care Placement. Skilled Nursing Facility/Home

Care Placement will help to coordinate a smooth transition for patients leaving the inpatient setting and going into a skilled nursing facility or returning home. Cases will be identified at the pre-admission stage for those patients who would benefit from alternative care in a skilled nursing facility or in a home care environment.

Psychiatric Services

Amendment to Plan language. Section VI – Hospital Benefits

The plan will pay up to 365 days of care for each spell of illness. The days of care may be for inpatient hospital care, maternity care in a birthing center, skilled nursing facility care or home health care. There is a limit of 30 benefit days of care for a spell of illness for mental or nervous conditions. Each day of inpatient hospital care counts as one(1) day of care toward the 365 day benefit limit. Each day of care in a Skilled Nursing Facility counts as one half(1/2) a day toward the 365 benefit day limit. Each home care visit counts as one third(1/3) a day of care toward the 365 benefit day limit.

A. Inpatient Hospital Care

3. Length of Stay. Each day of inpatient hospital care or care in a birthing center counts as one(1) day of care toward the 365 benefit day limit. The plan will only pay for 30 days of care during a spell of illness for care of mental and nervous conditions. The 30 days are not in addition to the 365 benefit days of care for a spell of illness. They are counted toward determining when you have reached the maximum 365 benefit days.

Amendment to Plan language. Section VIII – Psychiatric Services

A. Inpatient Psychiatric Services

2. Number of Days of care for psychiatric conditions.

Each day of inpatient care for psychiatric conditions counts as one(1) day and each day or night treatment counts as one-half(1/2) day of care towards the 365 day limit.

However, even if the 365 day limit is not exhausted, the Plan will not pay for more than 30 days of care for psychiatric conditions per person per calendar year.

4. Limitation of Days of professional services for psychiatric conditions.

a. The days you receive professional services described in A above are counted toward determining when you have reached the 365 day benefit of medical visits in a spell of illness. However, even if the 365 day benefit is not exhausted, the Plan will not pay for more than a total of 30 days per person per calendar year for these professional services.

SCHEDULE A

CITY OF WATERTOWN, NEW YORK

ANNUAL RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2010

GRADE	A	B	C	D	E	F
6	21018	21925	22888	23893	24944	26056
7	21925	22888	23893	24944	26056	27220
8	22888	23893	24944	26056	27220	28441
9	23893	24944	26056	27220	28441	29723
10	24944	26056	27220	28441	29723	31073
11	26056	27220	28441	29723	31073	32478
12	27220	28441	29723	31073	32478	33966
13	28441	29723	31073	32478	33966	35529
14	29723	31073	32478	33966	35529	37166
15	31073	32478	33966	35529	37166	38883
16	32478	33966	35529	37166	38883	40686
17	33966	35529	37166	38883	40686	42579
18	35529	37166	38883	40686	42579	44569
19	37166	38883	40686	42579	44569	46658
20	38883	40686	42579	44569	46658	48852
21	40686	42579	44569	46658	48852	51155
22	42579	44569	46658	48852	51155	53574
23	43932	45992	48154	50421	52807	55310
24	45992	48154	50421	52807	55310	57936

LONGEVITY PAYMENTS:

AFTER 6TH YEAR	350
AFTER 12TH YEAR	700
AFTER 18TH YEAR	1050
AFTER 25TH YEAR	1400

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2010
40 HOURS

GRADE	A	B	C	D	E	F
6	10.10	10.54	11.00	11.49	11.99	12.53
7	10.54	11.00	11.49	11.99	12.53	13.09
8	11.00	11.49	11.99	12.53	13.09	13.67
9	11.49	11.99	12.53	13.09	13.67	14.29
10	11.99	12.53	13.09	13.67	14.29	14.94
11	12.53	13.09	13.67	14.29	14.94	15.61
12	13.09	13.67	14.29	14.94	15.61	16.33
13	13.67	14.29	14.94	15.61	16.33	17.08
14	14.29	14.94	15.61	16.33	17.08	17.87
15	14.94	15.61	16.33	17.08	17.87	18.69
16	15.61	16.33	17.08	17.87	18.69	19.56
17	16.33	17.08	17.87	18.69	19.56	20.47
18	17.08	17.87	18.69	19.56	20.47	21.43
19	17.87	18.69	19.56	20.47	21.43	22.43
20	18.69	19.56	20.47	21.43	22.43	23.49
21	19.56	20.47	21.43	22.43	23.49	24.59
22	20.47	21.43	22.43	23.49	24.59	25.76
23	21.12	22.11	23.15	24.24	25.39	26.59
24	22.11	23.15	24.24	25.39	26.59	27.85

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2010
40 HOURS \$350 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.27	10.71	11.17	11.66	12.16	12.70
7	10.71	11.17	11.66	12.16	12.70	13.26
8	11.17	11.66	12.16	12.70	13.26	13.84
9	11.66	12.16	12.70	13.26	13.84	14.46
10	12.16	12.70	13.26	13.84	14.46	15.11
11	12.70	13.26	13.84	14.46	15.11	15.78
12	13.26	13.84	14.46	15.11	15.78	16.50
13	13.84	14.46	15.11	15.78	16.50	17.25
14	14.46	15.11	15.78	16.50	17.25	18.04
15	15.11	15.78	16.50	17.25	18.04	18.86
16	15.78	16.50	17.25	18.04	18.86	19.73
17	16.50	17.25	18.04	18.86	19.73	20.64
18	17.25	18.04	18.86	19.73	20.64	21.60
19	18.04	18.86	19.73	20.64	21.60	22.60
20	18.86	19.73	20.64	21.60	22.60	23.66
21	19.73	20.64	21.60	22.60	23.66	24.76
22	20.64	21.60	22.60	23.66	24.76	25.93

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2010
40 HOURS \$700 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.44	10.88	11.34	11.83	12.33	12.87
7	10.88	11.34	11.83	12.33	12.87	13.43
8	11.34	11.83	12.33	12.87	13.43	14.01
9	11.83	12.33	12.87	13.43	14.01	14.63
10	12.33	12.87	13.43	14.01	14.63	15.28
11	12.87	13.43	14.01	14.63	15.28	15.95
12	13.43	14.01	14.63	15.28	15.95	16.67
13	14.01	14.63	15.28	15.95	16.67	17.42
14	14.63	15.28	15.95	16.67	17.42	18.21
15	15.28	15.95	16.67	17.42	18.21	19.03
16	15.95	16.67	17.42	18.21	19.03	19.90
17	16.67	17.42	18.21	19.03	19.90	20.81
18	17.42	18.21	19.03	19.90	20.81	21.77
19	18.21	19.03	19.90	20.81	21.77	22.77
20	19.03	19.90	20.81	21.77	22.77	23.83
21	19.90	20.81	21.77	22.77	23.83	24.93
22	20.81	21.77	22.77	23.83	24.93	26.10

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2010
40 HOURS \$1050 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.60	11.04	11.50	11.99	12.49	13.03
7	11.04	11.50	11.99	12.49	13.03	13.59
8	11.50	11.99	12.49	13.03	13.59	14.17
9	11.99	12.49	13.03	13.59	14.17	14.79
10	12.49	13.03	13.59	14.17	14.79	15.44
11	13.03	13.59	14.17	14.79	15.44	16.11
12	13.59	14.17	14.79	15.44	16.11	16.83
13	14.17	14.79	15.44	16.11	16.83	17.58
14	14.79	15.44	16.11	16.83	17.58	18.37
15	15.44	16.11	16.83	17.58	18.37	19.19
16	16.11	16.83	17.58	18.37	19.19	20.06
17	16.83	17.58	18.37	19.19	20.06	20.97
18	17.58	18.37	19.19	20.06	20.97	21.93
19	18.37	19.19	20.06	20.97	21.93	22.93
20	19.19	20.06	20.97	21.93	22.93	23.99
21	20.06	20.97	21.93	22.93	23.99	25.09
22	20.97	21.93	22.93	23.99	25.09	26.26

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2010
40 HOURS \$1400 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.77	11.21	11.67	12.16	12.66	13.20
7	11.21	11.67	12.16	12.66	13.20	13.76
8	11.67	12.16	12.66	13.20	13.76	14.34
9	12.16	12.66	13.20	13.76	14.34	14.96
10	12.66	13.20	13.76	14.34	14.96	15.61
11	13.20	13.76	14.34	14.96	15.61	16.28
12	13.76	14.34	14.96	15.61	16.28	17.00
13	14.34	14.96	15.61	16.28	17.00	17.75
14	14.96	15.61	16.28	17.00	17.75	18.54
15	15.61	16.28	17.00	17.75	18.54	19.36
16	16.28	17.00	17.75	18.54	19.36	20.23
17	17.00	17.75	18.54	19.36	20.23	21.14
18	17.75	18.54	19.36	20.23	21.14	22.10
19	18.54	19.36	20.23	21.14	22.10	23.10
20	19.36	20.23	21.14	22.10	23.10	24.16
21	20.23	21.14	22.10	23.10	24.16	25.26
22	21.14	22.10	23.10	24.16	25.26	26.43

SCHEDULE B

CITY OF WATERTOWN, NEW YORK

ANNUAL RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2011

GRADE	A	B	C	D	E	F
6	21333	22254	23231	24251	25318	26447
7	22254	23231	24251	25318	26447	27628
8	23231	24251	25318	26447	27628	28868
9	24251	25318	26447	27628	28868	30169
10	25318	26447	27628	28868	30169	31539
11	26447	27628	28868	30169	31539	32965
12	27628	28868	30169	31539	32965	34475
13	28868	30169	31539	32965	34475	36062
14	30169	31539	32965	34475	36062	37723
15	31539	32965	34475	36062	37723	39466
16	32965	34475	36062	37723	39466	41296
17	34475	36062	37723	39466	41296	43218
18	36062	37723	39466	41296	43218	45238
19	37723	39466	41296	43218	45238	47358
20	39466	41296	43218	45238	47358	49585
21	41296	43218	45238	47358	49585	51922
22	43218	45238	47358	49585	51922	54378
23	44591	46682	48876	51177	53599	56140
24	46682	48876	51177	53599	56140	58805

LONGEVITY PAYMENTS:

AFTER 6TH YEAR	350
AFTER 12TH YEAR	700
AFTER 18TH YEAR	1050
AFTER 25TH YEAR	1400

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2011
40 HOURS

GRADE	A	B	C	D	E	F
6	10.26	10.70	11.17	11.66	12.17	12.71
7	10.70	11.17	11.66	12.17	12.71	13.28
8	11.17	11.66	12.17	12.71	13.28	13.88
9	11.66	12.17	12.71	13.28	13.88	14.50
10	12.17	12.71	13.28	13.88	14.50	15.16
11	12.71	13.28	13.88	14.50	15.16	15.85
12	13.28	13.88	14.50	15.16	15.85	16.57
13	13.88	14.50	15.16	15.85	16.57	17.34
14	14.50	15.16	15.85	16.57	17.34	18.14
15	15.16	15.85	16.57	17.34	18.14	18.97
16	15.85	16.57	17.34	18.14	18.97	19.85
17	16.57	17.34	18.14	18.97	19.85	20.78
18	17.34	18.14	18.97	19.85	20.78	21.75
19	18.14	18.97	19.85	20.78	21.75	22.77
20	18.97	19.85	20.78	21.75	22.77	23.84
21	19.85	20.78	21.75	22.77	23.84	24.96
22	20.78	21.75	22.77	23.84	24.96	26.14
23	21.44	22.44	23.50	24.60	25.77	26.99
24	22.44	23.50	24.60	25.77	26.99	28.27

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2011
40 HOURS \$350 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.43	10.87	11.34	11.83	12.34	12.88
7	10.87	11.34	11.83	12.34	12.88	13.45
8	11.34	11.83	12.34	12.88	13.45	14.05
9	11.83	12.34	12.88	13.45	14.05	14.67
10	12.34	12.88	13.45	14.05	14.67	15.33
11	12.88	13.45	14.05	14.67	15.33	16.02
12	13.45	14.05	14.67	15.33	16.02	16.74
13	14.05	14.67	15.33	16.02	16.74	17.51
14	14.67	15.33	16.02	16.74	17.51	18.31
15	15.33	16.02	16.74	17.51	18.31	19.14
16	16.02	16.74	17.51	18.31	19.14	20.02
17	16.74	17.51	18.31	19.14	20.02	20.95
18	17.51	18.31	19.14	20.02	20.95	21.92
19	18.31	19.14	20.02	20.95	21.92	22.94
20	19.14	20.02	20.95	21.92	22.94	24.01
21	20.02	20.95	21.92	22.94	24.01	25.13
22	20.95	21.92	22.94	24.01	25.13	26.31

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2011
40 HOURS \$700 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.60	11.04	11.51	12.00	12.51	13.05
7	11.04	11.51	12.00	12.51	13.05	13.62
8	11.51	12.00	12.51	13.05	13.62	14.22
9	12.00	12.51	13.05	13.62	14.22	14.84
10	12.51	13.05	13.62	14.22	14.84	15.50
11	13.05	13.62	14.22	14.84	15.50	16.19
12	13.62	14.22	14.84	15.50	16.19	16.91
13	14.22	14.84	15.50	16.19	16.91	17.68
14	14.84	15.50	16.19	16.91	17.68	18.48
15	15.50	16.19	16.91	17.68	18.48	19.31
16	16.19	16.91	17.68	18.48	19.31	20.19
17	16.91	17.68	18.48	19.31	20.19	21.12
18	17.68	18.48	19.31	20.19	21.12	22.09
19	18.48	19.31	20.19	21.12	22.09	23.11
20	19.31	20.19	21.12	22.09	23.11	24.18
21	20.19	21.12	22.09	23.11	24.18	25.30
22	21.12	22.09	23.11	24.18	25.30	26.48

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2011
 40 HOURS \$1050 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.76	11.20	11.67	12.16	12.67	13.21
7	11.20	11.67	12.16	12.67	13.21	13.78
8	11.67	12.16	12.67	13.21	13.78	14.38
9	12.16	12.67	13.21	13.78	14.38	15.00
10	12.67	13.21	13.78	14.38	15.00	15.66
11	13.21	13.78	14.38	15.00	15.66	16.35
12	13.78	14.38	15.00	15.66	16.35	17.07
13	14.38	15.00	15.66	16.35	17.07	17.84
14	15.00	15.66	16.35	17.07	17.84	18.64
15	15.66	16.35	17.07	17.84	18.64	19.47
16	16.35	17.07	17.84	18.64	19.47	20.35
17	17.07	17.84	18.64	19.47	20.35	21.28
18	17.84	18.64	19.47	20.35	21.28	22.25
19	18.64	19.47	20.35	21.28	22.25	23.27
20	19.47	20.35	21.28	22.25	23.27	24.34
21	20.35	21.28	22.25	23.27	24.34	25.46
22	21.28	22.25	23.27	24.34	25.46	26.64

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2011
 40 HOURS \$1400 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.93	11.37	11.84	12.33	12.84	13.38
7	11.37	11.84	12.33	12.84	13.38	13.95
8	11.84	12.33	12.84	13.38	13.95	14.55
9	12.33	12.84	13.38	13.95	14.55	15.17
10	12.84	13.38	13.95	14.55	15.17	15.83
11	13.38	13.95	14.55	15.17	15.83	16.52
12	13.95	14.55	15.17	15.83	16.52	17.24
13	14.55	15.17	15.83	16.52	17.24	18.01
14	15.17	15.83	16.52	17.24	18.01	18.81
15	15.83	16.52	17.24	18.01	18.81	19.64
16	16.52	17.24	18.01	18.81	19.64	20.52
17	17.24	18.01	18.81	19.64	20.52	21.45
18	18.01	18.81	19.64	20.52	21.45	22.42
19	18.81	19.64	20.52	21.45	22.42	23.44
20	19.64	20.52	21.45	22.42	23.44	24.51
21	20.52	21.45	22.42	23.44	24.51	25.63
22	21.45	22.42	23.44	24.51	25.63	26.81

SCHEDULE C

CITY OF WATERTOWN, NEW YORK

ANNUAL RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2012

GRADE	A	B	C	D	E	F
6	21760	22699	23696	24736	25824	26976
7	22699	23696	24736	25824	26976	28181
8	23696	24736	25824	26976	28181	29445
9	24736	25824	26976	28181	29445	30772
10	25824	26976	28181	29445	30772	32170
11	26976	28181	29445	30772	32170	33624
12	28181	29445	30772	32170	33624	35165
13	29445	30772	32170	33624	35165	36783
14	30772	32170	33624	35165	36783	38477
15	32170	33624	35165	36783	38477	40255
16	33624	35165	36783	38477	40255	42122
17	35165	36783	38477	40255	42122	44082
18	36783	38477	40255	42122	44082	46143
19	38477	40255	42122	44082	46143	48305
20	40255	42122	44082	46143	48305	50577
21	42122	44082	46143	48305	50577	52960
22	44082	46143	48305	50577	52960	55466
23	45483	47616	49854	52201	54671	57263
24	47616	49854	52201	54671	57263	59981

LONGEVITY PAYMENTS:

AFTER 6TH YEAR	350
AFTER 12TH YEAR	700
AFTER 18TH YEAR	1050
AFTER 25TH YEAR	1400

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2012
40 HOURS

GRADE	A	B	C	D	E	F
6	10.46	10.91	11.39	11.89	12.42	12.97
7	10.91	11.39	11.89	12.42	12.97	13.55
8	11.39	11.89	12.42	12.97	13.55	14.16
9	11.89	12.42	12.97	13.55	14.16	14.79
10	12.42	12.97	13.55	14.16	14.79	15.47
11	12.97	13.55	14.16	14.79	15.47	16.17
12	13.55	14.16	14.79	15.47	16.17	16.91
13	14.16	14.79	15.47	16.17	16.91	17.68
14	14.79	15.47	16.17	16.91	17.68	18.50
15	15.47	16.17	16.91	17.68	18.50	19.35
16	16.17	16.91	17.68	18.50	19.35	20.25
17	16.91	17.68	18.50	19.35	20.25	21.19
18	17.68	18.50	19.35	20.25	21.19	22.18
19	18.50	19.35	20.25	21.19	22.18	23.22
20	19.35	20.25	21.19	22.18	23.22	24.32
21	20.25	21.19	22.18	23.22	24.32	25.46
22	21.19	22.18	23.22	24.32	25.46	26.67
23	21.87	22.89	23.97	25.10	26.28	27.53
24	22.89	23.97	25.10	26.28	27.53	28.84

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2012
40 HOURS \$350 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.63	11.08	11.56	12.06	12.59	13.14
7	11.08	11.56	12.06	12.59	13.14	13.72
8	11.56	12.06	12.59	13.14	13.72	14.33
9	12.06	12.59	13.14	13.72	14.33	14.96
10	12.59	13.14	13.72	14.33	14.96	15.64
11	13.14	13.72	14.33	14.96	15.64	16.34
12	13.72	14.33	14.96	15.64	16.34	17.08
13	14.33	14.96	15.64	16.34	17.08	17.85
14	14.96	15.64	16.34	17.08	17.85	18.67
15	15.64	16.34	17.08	17.85	18.67	19.52
16	16.34	17.08	17.85	18.67	19.52	20.42
17	17.08	17.85	18.67	19.52	20.42	21.36
18	17.85	18.67	19.52	20.42	21.36	22.35
19	18.67	19.52	20.42	21.36	22.35	23.39
20	19.52	20.42	21.36	22.35	23.39	24.49
21	20.42	21.36	22.35	23.39	24.49	25.63
22	21.36	22.35	23.39	24.49	25.63	26.84

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2012
40 HOURS \$700 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.80	11.25	11.73	12.23	12.76	13.31
7	11.25	11.73	12.23	12.76	13.31	13.89
8	11.73	12.23	12.76	13.31	13.89	14.50
9	12.23	12.76	13.31	13.89	14.50	15.13
10	12.76	13.31	13.89	14.50	15.13	15.81
11	13.31	13.89	14.50	15.13	15.81	16.51
12	13.89	14.50	15.13	15.81	16.51	17.25
13	14.50	15.13	15.81	16.51	17.25	18.02
14	15.13	15.81	16.51	17.25	18.02	18.84
15	15.81	16.51	17.25	18.02	18.84	19.69
16	16.51	17.25	18.02	18.84	19.69	20.59
17	17.25	18.02	18.84	19.69	20.59	21.53
18	18.02	18.84	19.69	20.59	21.53	22.52
19	18.84	19.69	20.59	21.53	22.52	23.56
20	19.69	20.59	21.53	22.52	23.56	24.66
21	20.59	21.53	22.52	23.56	24.66	25.80
22	21.53	22.52	23.56	24.66	25.80	27.01

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2012
 40 HOURS \$1050 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.96	11.41	11.89	12.39	12.92	13.47
7	11.41	11.89	12.39	12.92	13.47	14.05
8	11.89	12.39	12.92	13.47	14.05	14.66
9	12.39	12.92	13.47	14.05	14.66	15.29
10	12.92	13.47	14.05	14.66	15.29	15.97
11	13.47	14.05	14.66	15.29	15.97	16.67
12	14.05	14.66	15.29	15.97	16.67	17.41
13	14.66	15.29	15.97	16.67	17.41	18.18
14	15.29	15.97	16.67	17.41	18.18	19.00
15	15.97	16.67	17.41	18.18	19.00	19.85
16	16.67	17.41	18.18	19.00	19.85	20.75
17	17.41	18.18	19.00	19.85	20.75	21.69
18	18.18	19.00	19.85	20.75	21.69	22.68
19	19.00	19.85	20.75	21.69	22.68	23.72
20	19.85	20.75	21.69	22.68	23.72	24.82
21	20.75	21.69	22.68	23.72	24.82	25.96
22	21.69	22.68	23.72	24.82	25.96	27.17

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2012
40 HOURS \$1400 LONGEVITY

GRADE	A	B	C	D	E	F
6	11.13	11.58	12.06	12.56	13.09	13.64
7	11.58	12.06	12.56	13.09	13.64	14.22
8	12.06	12.56	13.09	13.64	14.22	14.83
9	12.56	13.09	13.64	14.22	14.83	15.46
10	13.09	13.64	14.22	14.83	15.46	16.14
11	13.64	14.22	14.83	15.46	16.14	16.84
12	14.22	14.83	15.46	16.14	16.84	17.58
13	14.83	15.46	16.14	16.84	17.58	18.35
14	15.46	16.14	16.84	17.58	18.35	19.17
15	16.14	16.84	17.58	18.35	19.17	20.02
16	16.84	17.58	18.35	19.17	20.02	20.92
17	17.58	18.35	19.17	20.02	20.92	21.86
18	18.35	19.17	20.02	20.92	21.86	22.85
19	19.17	20.02	20.92	21.86	22.85	23.89
20	20.02	20.92	21.86	22.85	23.89	24.99
21	20.92	21.86	22.85	23.89	24.99	26.13
22	21.86	22.85	23.89	24.99	26.13	27.34

Tabled

November 22, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Agreement for Water Sales Between
the City of Watertown and the Town of Watertown,
as Administrator for each of the Town of Watertown
Water Districts 1, 3, 4, 5 and 6

The attached Resolution was presented to the City Council for consideration at the November 15, 2010 meeting, at which time it was tabled. In response to the discussions regarding this Agreement, I have attached a copy of the Agreement that expires on December 31, 2010. I have also attached an excerpt from the December 17, 2007 Council meeting containing the discussion that took place when the Agreement was presented to the City Council for approval.

Approving Agreement for Water Sales
Between the City of Watertown and the
Town of Watertown, as Administrator
for Each of the Town of Watertown Water
Districts 1, 3, 4, 5 and 6

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

Introduced by

Council Member Roxanne M. Burns

WHEREAS the City of Watertown owns a water supply system, which it operates for the purpose of supplying the City and its inhabitants with water, and

WHEREAS the City has excess capacity to produce and transport water in excess of its own needs, and

WHEREAS the Town of Watertown is the Administrator of Water Districts No. 1, 3, 4, 5 and 6 and has requested the right to draw water from the City System for use in the Districts as they currently exist and as they may be extended and expanded during the term of the Agreement, and

WHEREAS the City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118 (a), enter into an agreement with the Districts to sell the right to make connections to the City System for the purpose of drawing water there from and the City may fix the prices so long as such action will not render the supply of water for the City or its inhabitants insufficient, and

WHEREAS the City Council desires to enter into an Agreement for the Provision of Water Services with the Town of Watertown as Administrator for each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for the Provision of Water Services between the City of Watertown and the Town of Watertown, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Jeffrey E. Graham is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by Council Member Teresa R. Macaluso

**AGREEMENT FOR THE PROVISION OF WATER SERVICES
BETWEEN THE TOWN OF WATERTOWN
AND
CITY OF WATERTOWN**

AGREEMENT (the “Agreement”) made this day of , 2010, by and between the City of Watertown, Watertown, New York 13601, (the “City”), and the Town of Watertown as Administrator for each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6, Watertown, New York 13601, (the “Districts”).

RECITALS

- A. The City owns a water supply system (the “System”), which it operates for the purpose of supplying the City and its inhabitants with water.
- B. The City has excess capacity to produce and transport water in excess of its own needs.
- C. The Districts have requested the right to draw water from the City System for use in the Districts as they currently exist and as they may be extended and expanded during the term of the Agreement.
- D. The City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118(a), enter into an agreement with the Districts to sell the right to make connections to the City System for the purpose of drawing water there from and the City may fix the prices by Ordinance/Local Law duly adopted by the City Council, so long as such action will not render the supply of water for the City or its inhabitants insufficient.
- E. The City currently has sufficient capacity to provide water at the Allocations identified at Exhibit “C”, for the term of this Agreement.
- F. The City has installed for Districts 1, District 5 (shared with the Watertown Correctional Facility) and for Districts 3, 4, and 6 combined, and will maintain appropriately sized master meter(s), for the purpose of metering water drawn from the City System. The Town has and/or will install and maintain appropriately sized meters, which meet City specifications, in Water District 5 for the purpose of ascertaining the quantity of water consumed by users in District #5. The calculation of water usage for District 5 shall be determined by the readings from those meters. The City shall read the “master meter” to the Watertown Correctional Facility at the “point of delivery” monthly and subtract the combined consumption from the meters serving District #5. The balance of water passing through the “master meter” shall be billed to the Correctional Facility.

- G. The Districts have agreed to pay to the City, for water drawn from the City System, water rents calculated pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations hereinafter set forth, the parties covenant and agree as follows:

SECTION 1. – DEFINITIONS. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Site” shall mean Water Districts #1, 3, 4, 5 and 6, as currently located in the Town of Watertown and as the same may be extended during the term of this Agreement, being more particularly described on the location maps attached hereto as Exhibit “A”.

(b) “User” shall mean any individual or entity who is drawing water from the City System. There shall be a distinction between users inside the City and outside. The Districts shall be considered as users outside of the City.

(c) “New User” shall mean a person, individual or entity whose water source has not previously been from the City water system.

(d) “Allocation” shall mean the quantity of water promised to be made available to each District by the City as specified in Section 4(a) below.

(e) City – shall mean the City of Watertown, Jefferson County, New York.

(f) Districts – shall mean the Town of Watertown, Jefferson County, New York, as administrator of special improvement districts known as Water Districts #1, 3, 4, 5 and 6.

(g) Unit of Water – shall mean 100 cubic feet or 748 U.S. gallons.

(h) Point of Delivery – shall mean the connection between the City water distribution system and the Districts’ water distribution system, which point shall be at the meter pit which houses the master meter furnished by the City for determining the amount of water supplied to each District.

(i) Point of Connection – shall mean the point at which each District and the City system connect to each other and shall further mean the point at which maintenance and repair responsibilities are distinguished and separated. The point of connection for each District is described on Exhibit “B” hereto.

SECTION 2. – TERM OF AGREEMENT. The term of this Agreement shall be three (3) years commencing January 1, 2011, unless earlier terminated as per this section. This Agreement may be renewed by each District for additional three (3) year periods on the same terms and conditions of this Agreement, provided such District is not in default of any of the provisions of the Agreement and further provided that any allocations of water in addition to those guaranteed herein, shall be open to negotiation, along with the capital cost to provide said additional allocation, provided however, that the City shall be under no obligation to provide additional allocations or incur any capital expense. Either party may give written notice to the other at least twelve (12) months prior to its intent not to renew as to each District.

SECTION 3. – APPLICABLE LAW. This Agreement shall in all respects be subject to Section 20 of the General City Law and Section 118 and 118(a) of the General Municipal Law. The City shall not be liable for any act done by it pursuant to the provisions of such law.

SECTION 4. – WATER TO BE FURNISHED.

(a) The City agrees to furnish and the Districts agree to purchase and take a supply of potable water from the same water supply as that used within the City. The maximum allocation for each District shall be as set forth on Exhibit “C” based on daily average flows over an annual basis, and the City agrees to deliver said gallons per day at the defined gallon per minute flow rate of the agreed upon gallons per day maximum allocation divided by 1,440 minutes per day. The Town is required to provide the City with copies of approved Water Supply Permits from the NYSDEC for the allocations requested for each District.

(b) The City’s responsibility for the water quality at any point beyond the point of connection shall be limited to conditions or requirements set forth in applicable state and federal legislation or regulation. Each District bears the responsibility for maintaining the water quality at any point beyond the point of connection. Each District shall be responsible for compliance with any state and federal legislation or regulation regarding water quality and testing beyond the point of delivery, unless the state or federal legislation or regulation specifically places responsibility with the City as the supplier of water.

(c) The City reserves the right to limit the Districts’ allocations to the quantity and flow rate set forth in Section 4 (a) and Schedule C. In the event that the usage shall consistently exceed the allocation (four months out of any six month period) then either party may reopen the Agreement for further negotiations on thirty (30) days’ written notice to the other.

SECTION 5. – WATER SHORTAGE. In the event of any water emergency or shortage, the City agrees to notify the Districts promptly of such shortage or emergency in order that the Districts may have reasonable time to procure an alternate source of supply or notify the users, and until such source may be procured by the Districts, the City agrees to exercise reasonable diligence in continuing an adequate supply of water. The Districts agree that the City shall not be liable for consequential damage arising from an inability to provide water due to shortage or emergency.

SECTION 6. – MAINTENANCE. Each District shall provide and maintain all water mains and appurtenances within that District beginning at its “point of connection”, with the City’s water distribution system, as set forth in Section 13(b). Each District’s water mains and appurtenances shall include, but not be limited to, the pipes, fittings, meter pit, back-flow devices, valves, and service lines, but shall not include the master meter which shall be provided and maintained by the City for the purpose of determining the quantities of water supplied to each District.

SECTION 7. – WATER RENT.

(a) The City of Watertown establishes the outside user rate for the Town of Watertown to be effective January 1, 2011, a “uniform rate” of \$36.94 per 1000 cu. ft. It is the parties’ declared purpose in agreeing to this rate to ensure that no outside user governed by this Agreement shall pay a rate which is less than the rate charged to a typical single-family home inside user. It is further understood that any increase or decrease of rates imposed upon the first step of the rate schedule for inside users during the term of this Agreement will also be reflected in the outside user rate for the Districts. Should the City Council, take such action and upon completion of a rate analysis revamp the Water Rates for Inside Users, such that they are no longer calculated using a declining rate schedule, the City and/or the Town has the right to reopen the Agreement for the express purpose of renegotiating rates.

(b) The Districts’ water rents shall be billed monthly and paid to the City Comptroller’s office monthly within twenty days of the rendering of a bill by the City.

(c) Late payments or failure to make payments within twenty days of rendering of a bill will subject each District to a surcharge of ten percent of the current bill.

(d) Each District acknowledges the continuing nature of the services provided by the City under this Agreement and that the monthly billing by the City does not affect the District’s obligation to pay for water provided during the term of this Agreement. The City billings shall not be construed as accruals of causes of action.

SECTION 8. – METER SYSTEM AND SERVICE PIPES.

(a) The City requires and the City has the right to specify the requirement of any pit or metering devices to calculate the amount of water used by each District.

(b) The City reserves the right to inspect, test, repair and replace the water meters as required unless same is necessitated by the negligence, recklessness or intentional acts of any District.

(c) The City requires each District to install approved backflow devices after all meters at each Point of Delivery.

(d) Each District shall be responsible for safeguarding the meter which shall be housed at the expense of each District in a meter pit or other structure approved by the City

and suitable for housing of a meter. The meter shall be accessible to the City and its authorized employees at all times. Expenses incurred as a result of failure to protect the meter will be the responsibility of each District.

(e) Meters shall not be interfered with or removed by any person except an authorized employee of the City or its contractor. Seals placed on the meters, valves, or other fittings shall not be tampered with or broken. If a seal is broken, the meter will be removed, tested, and replaced, if necessary, at the expense of each District.

(f) The Superintendent of the Water Department of the City, an inspector, or any other designated employee may, at any reasonable time, enter the premises of any District for the purpose of examining pipes, hydrants, and any other fixtures for the purpose of determining or ascertaining the quantity and quality of water used and the manner of its use.

SECTION 9. – ALLOWED USERS. Only Sites, as set forth in Exhibit “A” or as may be extended, and permitted users as herein defined under the authority of this Agreement shall be connected to the City’s system under the authority of the Agreement.

SECTION 10. – ADDITIONAL USERS.

(a) Each District shall notify the City of any additional users being added within that District. Before any additional users are added to that District’s facilities, a permit must first be obtained from the City.

(b) A permit fee of \$25.00 for such permit for each service shall be payable to the City regardless of service line size.

(c) Connection fees shall also be charged based on the size of the service line serving each building or structure. The connection fees and total fees shall be established as detailed below:

PERMIT AND CONNECTION FEE SCHEDULE

<u>Service Line Size</u>	<u>Connection Fee</u>	<u>Permit Fee</u>	<u>Total Fee</u>
3/4”	100.00	25.00	125.00
1”	150.00	25.00	175.00
1-1/2”	225.00	25.00	250.00
2”	300.00	25.00	325.00
3”	450.00	25.00	475.00
4”	600.00	25.00	625.00
6”	900.00	25.00	925.00
8”	1,200.00	25.00	1,225.00
10”	1,500.00	25.00	1,525.00

(d) The City's permitting authority is purely ministerial to assure the ability to provide services consistent with the approved allocation set forth in Section 4(a) and federal and state regulations.

(e) Any unauthorized connection, may, at the election of the City, result in the imposition of a penalty as set forth in Section 14.

(f) The Districts shall provide the City annually, on July 1 of each year, a current list of users in each District.

SECTION 11. – CITY REPRESENTATIONS AND WARRANTIES

The City represents and covenants that:

(a) It has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and its governing body has, by necessary and appropriate resolutions, authorized the execution and delivery of the Agreement by the officer or representative so executing the same;

(b) This Agreement constitutes a legal, valid and binding obligation of the City and is enforceable in accordance with its terms; and

(c) It will, at all times, make reasonable efforts to comply with all local, state and federal laws and regulations necessary to operate a Water Supply System and it will make reasonable efforts to secure and maintain all necessary local, state and federal permits required to operate a Water Supply System.

(d) The City agrees not to sell water to any other outside users, other than those users connected to the Development Authority of the North Country line, at a rate that is less than that charged to the Districts without the express written approval of the Town as Administrators for the Districts, unless the City also offers such a lower rate to each District. This covenant shall and will not apply to large outside users that connect directly to the City Water Plant, bypassing the City's water distribution system.

(e) The City shall make a good faith effort to require all outside users to go through the same permitting process as the Districts for new connections.

(f) The City has sufficient facilities and sources to provide the allocations set forth in Section 4 (a), but makes no representation as to facilities and source for additional allocations at the time of contract renewal.

SECTION 12. – THE DISTRICTS' REPRESENTATIONS AND WARRANTIES.

Each District represents and warrants that:

(a) It has been properly formed and approved.

(b) It has full power and authority to execute and deliver this Agreement on behalf of the District and to perform its obligations hereunder;

(c) This Agreement constitutes a legal, valid and binding obligation of the District and is enforceable in accordance with its terms;

(d) Each District shall immediately notify the City of any emergency or condition which may affect the quality of water in either party's system and will assist in all reasonable efforts to mitigate and correct any harm resulting from such occurrence;

(e) Each District shall comply with any state or federal regulations regarding water quality and testing beyond the point of connection;

(f) Each District shall immediately comply with any direction from the City to shut off service on an emergency basis if required to prevent contamination of the City system by failure or any back flow device, or other justifiable cause.

SECTION 13. – REPAIRS.

(a) The City shall be solely responsible for all maintenance and repair necessary to those portions of the System located entirely within the City boundaries to the point of delivery, except as set forth in Section 13(b) and (c) below.

(b) Each District shall provide for and perform all maintenance and repair necessary to those portions of the water line and appurtenances located within and/or serving that District from the "point of connection" with the City of Watertown's water distribution system as defined in Paragraph (h) of Section 1.

(c) All other provisions of this Section 13 notwithstanding, if any District engages or allows others to engage in any activity which causes damage resulting in the need for repair to any portion of that District Facilities or the City's System, the costs of such repair, if undertaken at City expense, shall be borne 100% by the District.

SECTION 14. – PENALTIES. The breach by any District of any covenant, condition or limitation may, at the discretion of the City, result in the imposition of a penalty of \$100.00 per day.

SECTION 15. – ASSIGNMENT. No District may assign, transfer or otherwise dispose of this Agreement or its right, title or interest herein, without the previous written consent of the City.

SECTION 16. – TERMS TO BE EXCLUSIVE. This Agreement contains the sole and entire understanding between the parties.

SECTION 17. – WAIVER AND MODIFICATION. No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy provided for in this Agreement shall not constitute a waiver of performance of any such covenant, agreement, term or condition.

SECTION 18. – NEW YORK STATE LAW APPLIES. This Agreement, the performance hereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under and pursuant to the laws of the State of New York.

SECTION 19. – SEVERABILITY. All provisions contained in this Agreement are mutual, related and non-severable. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such determination shall require immediate renegotiation of this Agreement.

SECTION 20. – NOTICES. Any notice under this Agreement shall be in writing, registered on certified paper, or hand delivered and shall be deemed to have been duly given when mailed, postage prepaid, to the parties at the address set forth below, or at such other address as either party may designate from time to time by notice hereunder or actually delivered.

<u>Party</u>	<u>Address</u>
City of Watertown	City Manager Municipal Building 245 Washington Street Watertown, New York 13601
Districts 1,3,4,5 & 6	Supervisor, Town of Watertown 22867 County Route 67 Watertown, New York 13601

SECTION 21. – HEADINGS AND CONSTRUCTION. The paragraph headings of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit or affect this Agreement or any provision thereof. Each covenant and agreement binding the parties shall be construed, absent an express contrary provision, as being independent of each and every other covenant contained herein, and compliance with any or all other covenants contained herein.

SECTION 22. – NUMBER AND GENDER. Words of gender and number used in this Agreement shall be deemed to mean any other gender or number when the sense requires.

SECTION 23. – EXHIBITS. Exhibits “A”, “B”, and “C” are attached hereto, and are intended to be a part hereof, as if set forth herein at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

CITY OF WATERTOWN

By: _____
Jeffrey E. Graham, Mayor

TOWN OF WATERTOWN

By: _____
Joel R. Bartlett, Supervisor

EXHIBIT "A"

Location Maps of the Town of Watertown Water districts #1,3,4,5 and 6, on file in the offices of the Town and also in the office of the Superintendent of Water shall be considered to be part of this Agreement as if they were attached, hereto.

EXHIBIT “B”

District #1

Arsenal Street Line

The point of connection between the District’s water line on Arsenal Street and the City of Watertown’s water distribution system shall be the first joint in the 8” water line easterly from the District’s meter pit on Arsenal Street.

Coffeen Street Line

The point of connection between the District’s water line on Coffeen Street and the City of Watertown’s water distribution system shall be the first joint in the 10” water line easterly from the District’s meter pit on Coffeen Street.

Districts #3, #4 and #6

Washington Street Line

The point of connection between the Districts’ water line on Washington Street and the City of Watertown’s water distribution system shall be the point at which the District’s 4” water line connects to the 12”x 4” tee located on the City’s 12” water main; said point is located approximately 12 feet westerly from the District’s meter pit.

District #5

Cook Road Subdivision

The point of connection (as defined in this Agreement) between the District’s water line and the City of Watertown’s water distribution system shall be the point at which the 4” service connection to the Watertown Correctional Facility “master meter” pit connects to the 12” x 4” tee on the 12” water main in Washington Street near the city limit.

Upon disturbance or change of any of the lines which may affect the point of connection, the City and Town will agree as to the point of connection.

EXHIBIT "C"

ALLOCATIONS

District # 1	300,000 gallons per day
District #3 and District # 4 - Combined	125,000 gallons per day
District #5	14,000 gallons per day
District #6	30,000 gallons per day

**REGULAR COUNCIL MEETING
CITY OF WATERTOWN
December 17, 2007 - Excerpt**

MAYOR JEFFREY E. GRAHAM PRESIDING

PRESENT: **COUNCILMAN STEPHEN J. BRADLEY
COUNCILMAN PETER L. CLOUGH
COUNCILMAN TIMOTHY R. LABOUF
COUNCILMAN JEFFREY M. SMITH
MAYOR GRAHAM**

ALSO PRESENT: **CITY MANAGER MARY M. CORRIVEAU
ATTORNEY ROBERT J. SLYE**

INTRODUCED BY COUNCILMAN TIMOTHY R. LABOUF

WHEREAS the City of Watertown owns a water supply system, which it operates for the purpose of supplying the City and its inhabitants with water, and

WHEREAS the City has excess capacity to produce and transport water in excess of its own needs, and

WHEREAS the Town of Watertown is the Administrator of Water Districts No. 1, 3, 4, 5 and 6 and has requested the right to draw water from the City System for use in the Districts as they currently exist and as they may be extended and expanded during the term of the Agreement, and

WHEREAS the City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118 (a), enter into an agreement with the Districts to sell the right to make connections to the City System for the purpose of drawing water there from and the City may fix the prices so long as such action will not render the supply of water for the City or its inhabitants insufficient, and

WHEREAS the City Council desires to enter into an Agreement with the Town of Watertown as Administrator for each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and the Town of Watertown, a copy of which is attached and made a part of this resolution, and

***Mayor Jeffrey E. Graham**

BE IT FURTHER RESOLVED that ~~City Manager Mary M. Corriveau~~ is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

SECONDED BY MAYOR JEFFREY E. GRAHAM

Prior to the vote on the foregoing resolution, Councilman Smith commented that water is our asset and what we have to sell. He remarked that we are here to attract people to the City and

questioned what the benefit is for people who get the same services and pay the same price outside the City.

Mayor Graham commented that Council has tried to move to a more equitable system.

Councilman Smith remarked that in order to break down the barriers and invisible lines, unless we have something others want, it won't happen. He questioned what we get for selling the water.

Mayor Graham responded that the City is getting more money for the Water Fund.

Mrs. Corriveau explained that the agreement increased the water rates 3% to 14.4%. Under the terms of the agreement, the Town Districts will be charged a uniform rate equal to the first tier step of the inside user rate schedule.

Councilman Clough remarked that by doing this, we are sending out a message. Any increase we get, the Town will be getting also. He commented that a lot of improvements are paid for because of water being sold outside.

Mrs. Corriveau explained that when Sterling Street was rebuilt, the residents of the Town paid a portion of that water project. She also indicated that the City doesn't pay for the Town lines.

Councilman LaBouf remarked that he understands what Councilman Smith is saying. However, he feels that this resolution is a step in the right direction.

Councilman Smith asked if the contract could be looked at again after the results of the rate study.

Mrs. Corriveau referred to page 4, section 7 of the agreement which states that "Should the City council, take such action and upon completion of the rate analysis revamp the Water Rates for Inside Users, such that they are not longer calculated using a declining rate schedule, the City and/or the Town has the right to reopen the Agreement for the express purpose of renegotiating rates."

Mrs. Corriveau also advised the Council that the Town is out looking for other water sources.

MOTION WAS MADE BY COUNCILMAN SMITH TO AMEND THE RESOLUTION TO HAVE MAYOR GRAHAM SIGN THE CONTRACT ON BEHALF OF THE CITY.

MOTION WAS SECONDED BY COUNCILMAN BRADLEY AND CARRIED WITH ALL VOTING IN FAVOR THEREOF.

AT THE CALL OF THE CHAIR VOTE WAS TAKEN ON THE FOREGOING RESOLUTION AS AMENDED AND CARRIED WITH ALL VOTING YEA

**AGREEMENT FOR THE PROVISION OF WATER SERVICES
BETWEEN THE TOWN OF WATERTOWN
AND
CITY OF WATERTOWN**

AGREEMENT (the “Agreement”) made this day of , 2007, by and between the City of Watertown, Watertown, New York 13601, (the “City”), and the Town of Watertown as Administrator for each of the Town of Watertown Water Districts 1, 3, 4, 5 and 6, Watertown, New York 13601, (the “Districts”).

RECITALS

- A. The City owns a water supply system (the “System”), which it operates for the purpose of supplying the City and its inhabitants with water.
- B. The City has excess capacity to produce and transport water in excess of its own needs.
- C. The Districts have requested the right to draw water from the City System for use in the Districts as they currently exist and as they may be extended and expanded during the term of the Agreement.
- D. The City may, pursuant to Section 20 of the General City Law of the State of New York and General Municipal Law Sections 118 and 118(a), enter into an agreement with the Districts to sell the right to make connections to the City System for the purpose of drawing water there from and the City may fix the prices by Ordinance/Local Law duly adopted by the City Council, so long as such action will not render the supply of water for the City or its inhabitants insufficient.
- E. The City currently has sufficient capacity to provide water at the Allocations identified at Exhibit “C”, for the term of this Agreement.
- F. The City has installed for Districts 1, District 5 (shared with the Watertown Correctional Facility) and for Districts 3, 4, and 6 combined, and will maintain appropriately sized master meter(s), for the purpose of metering water drawn from the City System. The Town has and/or will install and maintain appropriately sized meters, which meet City specifications, in Water District 5 for the purpose of ascertaining the quantity of water consumed by users in District #5. The calculation of water usage for District 5 shall be determined by the readings from those meters. The City shall read the “master meter” to the Watertown Correctional Facility at the “point of delivery” monthly and subtract the combined consumption from the meters serving District #5. The balance of water passing through the “master meter” shall be billed to the Correctional Facility.

- G. The Districts have agreed to pay to the City, for water drawn from the City System, water rents calculated pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations hereinafter set forth, the parties covenant and agree as follows:

SECTION 1. – DEFINITIONS. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Site” shall mean Water Districts #1, 3, 4, 5 and 6, as currently located in the Town of Watertown and as the same may be extended during the term of this Agreement, being more particularly described on the location maps attached hereto as Exhibit “A”.

(b) “User” shall mean any individual or entity who is drawing water from the City System. There shall be a distinction between users inside the City and outside. The Districts shall be considered as users outside of the City.

(c) “New User” shall mean a person, individual or entity whose water source has not previously been from the City water system.

(d) “Allocation” shall mean the quantity of water promised to be made available to each District by the City as specified in Section 4(a) below.

(e) City – shall mean the City of Watertown, Jefferson County, New York.

(f) Districts – shall mean the Town of Watertown, Jefferson County, New York, as administrator of special improvement districts known as Water Districts #1, 3, 4, 5 and 6.

(g) Unit of Water – shall mean 100 cubic feet or 748 U.S. gallons.

(h) Point of Delivery – shall mean the connection between the City water distribution system and the Districts’ water distribution system, which point shall be at the meter pit which houses the master meter furnished by the City for determining the amount of water supplied to each District.

(i) Point of Connection – shall mean the point at which each District and the City system connect to each other and shall further mean the point at which maintenance and repair responsibilities are distinguished and separated. The point of connection for each District is described on Exhibit “B” hereto.

SECTION 2. – TERM OF AGREEMENT. The term of this Agreement shall be three (3) years commencing January 1, 2008, unless earlier terminated as per this section. This Agreement may be renewed by each District for additional three (3) year periods on the same terms and conditions of this Agreement, provided such District is not in default of any of the provisions of the Agreement and further provided that any allocations of water in addition to those guaranteed herein, shall be open to negotiation, along with the capital cost to provide said additional allocation, provided however, that the City shall be under no obligation to provide additional allocations or incur any capital expense. Either party may give written notice to the other at least twelve (12) months prior to its intent not to renew as to each District.

SECTION 3. – APPLICABLE LAW. This Agreement shall in all respects be subject to Section 20 of the General City Law and Section 118 and 118(a) of the General Municipal Law. The City shall not be liable for any act done by it pursuant to the provisions of such law.

SECTION 4. – WATER TO BE FURNISHED.

(a) The City agrees to furnish and the Districts agree to purchase and take a supply of potable water from the same water supply as that used within the City. The maximum allocation for each District shall be as set forth on Exhibit “C” based on daily average flows over an annual basis, and the City agrees to deliver said gallons per day at the defined gallon per minute flow rate of the agreed upon gallons per day maximum allocation divided by 1,440 minutes per day. The Town is required to provide the City with copies of approved Water Supply Permits from the NYSDEC for the allocations requested for each District.

(b) The City’s responsibility for the water quality at any point beyond the point of connection shall be limited to conditions or requirements set forth in applicable state and federal legislation or regulation. Each District bears the responsibility for maintaining the water quality at any point beyond the point of connection. Each District shall be responsible for compliance with any state and federal legislation or regulation regarding water quality and testing beyond the point of delivery, unless the state or federal legislation or regulation specifically places responsibility with the City as the supplier of water.

(c) The City reserves the right to limit the Districts’ allocations to the quantity and flow rate set forth in Section 4 (a) and Schedule C. In the event that the usage shall consistently exceed the allocation (four months out of any six month period) then either party may reopen the Agreement for further negotiations on thirty (30) days’ written notice to the other.

SECTION 5. – WATER SHORTAGE. In the event of any water emergency or shortage, the City agrees to notify the Districts promptly of such shortage or emergency in order that the Districts may have reasonable time to procure an alternate source of supply

or notify the users, and until such source may be procured by the Districts, the City agrees to exercise reasonable diligence in continuing an adequate supply of water. The Districts agree that the City shall not be liable for consequential damage arising from an inability to provide water due to shortage or emergency.

SECTION 6. – MAINTENANCE. Each District shall provide and maintain all water mains and appurtenances within that District beginning at its “point of connection”, with the City’s water distribution system, as set forth in Section 13(b). Each District’s water mains and appurtenances shall include, but not be limited to, the pipes, fittings, meter pit, back-flow devices, valves, and service lines, but shall not include the master meter which shall be provided and maintained by the City for the purpose of determining the quantities of water supplied to each District.

SECTION 7. – WATER RENT.

(a) The City of Watertown establishes the outside user rate for the Town of Watertown to be as follows: effective July 1, 2006, 200% of inside user rate; effective January 1, 2008, a “uniform rate” of \$35.59 per 1000 cu.ft. It is the parties’ declared purpose in agreeing to these increases to ensure that no outside user governed by this Agreement shall pay a rate which is less than the rate charged to a typical single-family home inside user. It is further understood that effective January 1, 2008 and thereafter, any increase or decrease of rates imposed upon the first step of the rate schedule for inside users during the term of this Agreement will also be reflected in the outside user rate for the Districts. It is further understood that the City of Watertown is considering undertaking a water and sewer rate analysis during the term of this contract. Should the City Council, take such action and upon completion of the rate analysis revamp the Water Rates for Inside Users, such that they are no longer calculated using a declining rate schedule, the City and/or the Town has the right to reopen the Agreement for the express purpose of renegotiating rates.

(b) The Districts’ water rents shall be billed monthly and paid to the City Comptroller’s office monthly within twenty days of the rendering of a bill by the City.

(c) Late payments or failure to make payments within twenty days of rendering of a bill will subject each District to a surcharge of ten percent of the current bill.

(d) Each District acknowledges the continuing nature of the services provided by the City under this Agreement and that the monthly billing by the City does not affect the District’s obligation to pay for water provided during the term of this Agreement. The City billings shall not be construed as accruals of causes of action.

SECTION 8. – METER SYSTEM AND SERVICE PIPES.

(a) The City requires and the City has the right to specify the requirement of any pit or metering devices to calculate the amount of water used by each District.

(b) The City reserves the right to inspect, test, repair and replace the water meters as required unless same is necessitated by the negligence, recklessness or intentional acts of any District.

(c) The City requires each District to install approved backflow devices after all meters at each Point of Delivery.

(d) Each District shall be responsible for safeguarding the meter which shall be housed at the expense of each District in a meter pit or other structure approved by the City and suitable for housing of a meter. The meter shall be accessible to the City and its authorized employees at all times. Expenses incurred as a result of failure to protect the meter will be the responsibility of each District.

(e) Meters shall not be interfered with or removed by any person except an authorized employee of the City or its contractor. Seals placed on the meters, valves, or other fittings shall not be tampered with or broken. If a seal is broken, the meter will be removed, tested, and replaced, if necessary, at the expense of each District.

(f) The Superintendent of the Water Department of the City, an inspector, or any other designated employee may, at any reasonable time, enter the premises of any District for the purpose of examining pipes, hydrants, and any other fixtures for the purpose of determining or ascertaining the quantity and quality of water used and the manner of its use.

SECTION 9. – ALLOWED USERS. Only Sites, as set forth in Exhibit “A” or as may be extended, and permitted users as herein defined under the authority of this Agreement shall be connected to the City’s system under the authority of the Agreement.

SECTION 10. – ADDITIONAL USERS.

(a) Each District shall notify the City of any additional users being added within that District. Before any additional users are added to that District’s facilities, a permit must first be obtained from the City.

(b) A permit fee of \$25.00 for such permit for each service shall be payable to the City regardless of service line size.

(c) Connection fees shall also be charged based on the size of the service line serving each building or structure. The connection fees and total fees shall be established as detailed below:

PERMIT AND CONNECTION FEE SCHEDULE

<u>Service Line Size</u>	<u>Connection Fee</u>	<u>Permit Fee</u>	<u>Total Fee</u>
3/4"	100.00	25.00	125.00
1"	150.00	25.00	175.00
1-1/2"	225.00	25.00	250.00
2"	300.00	25.00	325.00
3"	450.00	25.00	475.00
4"	600.00	25.00	625.00
6"	900.00	25.00	925.00
8"	1,200.00	25.00	1,225.00
10"	1,500.00	25.00	1,525.00

(d) The City's permitting authority is purely ministerial to assure the ability to provide services consistent with the approved allocation set forth in Section 4(a) and federal and state regulations.

(e) Any unauthorized connection, may, at the election of the City, result in the imposition of a penalty as set forth in Section 14.

(f) The Districts shall provide the City annually, on July 1 of each year, a current list of users in each District.

SECTION 11. – CITY REPRESENTATIONS AND WARRANTIES

The City represents and covenants that:

(a) It has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and its governing body has, by necessary and appropriate resolutions, authorized the execution and delivery of the Agreement by the officer or representative so executing the same;

(b) This Agreement constitutes a legal, valid and binding obligation of the City and is enforceable in accordance with its terms; and

(c) It will, at all times, make reasonable efforts to comply with all local, state and federal laws and regulations necessary to operate a Water Supply System and it will make reasonable efforts to secure and maintain all necessary local, state and federal permits required to operate a Water Supply System.

(d) The City agrees not to sell water to any other outside users, other than those users connected to the Development Authority of the North Country line, at a rate that is less than that charged to the Districts without the express written approval of the Town as Administrators for the Districts, unless the City also offers such a lower rate to

each District. This covenant shall and will not apply to large outside users that connect directly to the City Water Plant, bypassing the City's water distribution system.

(e) The City shall make a good faith effort to require all outside users to go through the same permitting process as the Districts for new connections.

(f) The City has sufficient facilities and sources to provide the allocations set forth in Section 4(a), but makes no representation as to facilities and source for additional allocations at the time of contract renewal.

SECTION 12. – THE DISTRICTS' REPRESENTATIONS AND WARRANTIES.

Each District represents and warrants that:

(a) It has been properly formed and approved.

(b) It has full power and authority to execute and deliver this Agreement on behalf of the District and to perform its obligations hereunder;

(c) This Agreement constitutes a legal, valid and binding obligation of the District and is enforceable in accordance with its terms;

(d) Each District shall immediately notify the City of any emergency or condition which may affect the quality of water in either party's system and will assist in all reasonable efforts to mitigate and correct any harm resulting from such occurrence;

(e) Each District shall comply with any state or federal regulations regarding water quality and testing beyond the point of connection;

(f) Each District shall immediately comply with any direction from the City to shut off service on an emergency basis if required to prevent contamination of the City system by failure or any back flow device, or other justifiable cause.

SECTION 13. – REPAIRS.

(a) The City shall be solely responsible for all maintenance and repair necessary to those portions of the System located entirely within the City boundaries to the point of delivery, except as set forth in Section 13(b) and (c) below.

(b) Each District shall provide for and perform all maintenance and repair necessary to those portions of the water line and appurtenances located within and/or serving that District from the "point of connection" with the City of Watertown's water distribution system as defined in Paragraph (h) of Section 1.

(c) All other provisions of this Section 13 notwithstanding, if any District engages or allows others to engage in any activity which causes damage resulting

in the need for repair to any portion of that District Facilities or the City's System, the costs of such repair, if undertaken at City expense, shall be borne 100% by the District.

SECTION 14. – PENALTIES. The breach by any District of any covenant, condition or limitation may, at the discretion of the City, result in the imposition of a penalty of \$100.00 per day.

SECTION 15. – ASSIGNMENT. No District may assign, transfer or otherwise dispose of this Agreement or its right, title or interest herein, without the previous written consent of the City.

SECTION 16. – TERMS TO BE EXCLUSIVE. This Agreement contains the sole and entire understanding between the parties.

SECTION 17. – WAIVER AND MODIFICATION. No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy provided for in this Agreement shall not constitute a waiver of performance of any such covenant, agreement, term or condition.

SECTION 18. – NEW YORK STATE LAW APPLIES. This Agreement, the performance hereunder, and all actions and special proceedings relating hereto shall be construed in accordance with, under and pursuant to the laws of the State of New York.

SECTION 19. – SEVERABILITY. All provisions contained in this Agreement are mutual, related and non-severable. In the event any provision of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such determination shall require immediate renegotiation of this Agreement.

SECTION 20. – NOTICES. Any notice under this Agreement shall be in writing, registered on certified paper, or hand delivered and shall be deemed to have been duly given when mailed, postage prepaid, to the parties at the address set forth below, or at such other address as either party may designate from time to time by notice hereunder or actually delivered.

<u>Party</u>	<u>Address</u>
City of Watertown	City Manager Municipal Building 245 Washington Street Watertown, New York 13601
Districts 1,3,4,5 & 6	Supervisor, Town of Watertown 22867 County Route 67 Watertown, New York 13601

SECTION 21. – HEADINGS AND CONSTRUCTION. The paragraph headings of the Sections in this Agreement are inserted only as a matter of convenience, are not a part of this Agreement, and in no way define, limit or affect this Agreement or any provision thereof. Each covenant and agreement binding the parties shall be construed, absent an express contrary provision, as being independent of each and every other covenant contained herein, and compliance with any or all other covenants contained herein.

SECTION 22. – NUMBER AND GENDER. Words of gender and number used in this Agreement shall be deemed to mean any other gender or number when the sense requires.

SECTION 23. – EXHIBITS. Exhibits “A”, “B”, and “C” are attached hereto, and are intended to be a part hereof, as if set forth herein at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

CITY OF WATERTOWN

By: _____
Jeffrey E. Graham, Mayor

TOWN OF WATERTOWN

By: _____
Joel R. Bartlett, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)

On this _____ day of _____, 2007 before me personally came Jeffrey E. Graham, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is Mayor of the City of Watertown, the City described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said City Council.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)

On this _____ day of _____, 2007, before me personally came Joel R. Bartlett, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is Supervisor of the Town of Watertown, the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town Board of the Town of Watertown.

Notary Public

EXHIBIT "A"

Location Maps of the Town of Watertown Water districts #1,3,4,5 and 6, on file in the offices of the Town and also in the office of the Superintendent of Water shall be considered to be part of this Agreement as if they were attached, hereto.

EXHIBIT “B”

District #1

Arsenal Street Line

The point of connection between the District’s water line on Arsenal Street and the City of Watertown’s water distribution system shall be the first joint in the 8” water line easterly from the District’s meter pit on Arsenal Street.

Coffeen Street Line

The point of connection between the District’s water line on Coffeen Street and the City of Watertown’s water distribution system shall be the first joint in the 10” water line easterly from the District’s meter pit on Coffeen Street.

Districts #3, #4 and #6

Washington Street Line

The point of connection between the Districts’ water line on Washington Street and the City of Watertown’s water distribution system shall be the point at which the District’s 4” water line connects to the 12”x 4” tee located on the City’s 12” water main; said point is located approximately 12 feet westerly from the District’s meter pit.

District #5

Cook Road Subdivision

The point of connection (as defined in this Agreement) between the District’s water line and the City of Watertown’s water distribution system shall be the point at which the 4” service connection to the Watertown Correctional Facility “master meter” pit connects to the 12” x 4” tee on the 12” water main in Washington Street near the city limit.

Upon disturbance or change of any of the lines which may affect the point of connection, the City and Town will agree as to the point of connection.

EXHIBIT "C"

ALLOCATIONS

District # 1	300,000 gallons per day
District #3 and District # 4 - Combined	125,000 gallons per day
District #5	14,000 gallons per day
District #6	30,000 gallons per day