

Hearing Date and Time: March 3, 2011 at 9:45 a.m. (ET)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
MOTORS LIQUIDATION COMPANY,)	Case No. 09-50026 (REG)
)	
f/k/a/ GENERAL MOTORS CORP.,)	Jointly Administered
)	
Debtor.)	

**UNITED STATES' STATEMENT IN SUPPORT OF ENVIRONMENTAL PROVISIONS
OF DEBTORS' PLAN OF LIQUIDATION, RESPONSE TO PUBLIC COMMENT AND
JOINDER IN DEBTORS' REQUEST FOR APPROVAL OF THE ENVIRONMENTAL
RESPONSE TRUST CONSENT DECREE AND SETTLEMENT AGREEMENT AMONG
DEBTORS, THE ENVIRONMENTAL RESPONSE TRUST ADMINISTRATIVE
TRUSTEE, THE UNITED STATES, CERTAIN STATES AND STATE
ENVIRONMENTAL AGENCIES, AND THE ST. REGIS MOHAWK TRIBE
INCORPORATED IN DEBTORS' PLAN**

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I. PRELIMINARY STATEMENT

The United States, on behalf of the United States Environmental Protection Agency (“**U.S. EPA**”) and the United States Department of the Treasury (“**U.S. Treasury**”) (collectively, the “**United States**”), hereby submits this statement in support of the environmental provisions of the Proposed Plan of Liquidation (“**Plan**”), responds to public comments received in connection with the proposed Environmental Response Trust Consent Decree and Settlement Agreement (the “**ERT Settlement Agreement**” or “**Agreement**”)¹ lodged with the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) on October 20, 2010, and respectfully joins Motors Liquidation Company (“**MLC**”), formerly known as General Motors Corp. (“**Old GM**”), Remediation and Liability Management Company, Inc. (“**REALM**”), and Environmental Corporate Remediation Company, Inc. (“**ENCORE**”) (collectively, “**Debtors**”) in their request for the Court’s approval of the ERT Settlement Agreement, which is incorporated into Debtors’ Plan. The proposed ERT Settlement Agreement resolves environmental liabilities of the Debtors asserted by the United States on behalf of U.S. EPA, as well as certain environmental liabilities asserted by 14 states or state agencies and the Tribe (collectively, the “**Governmental Environmental Claimants**”) under, *inter alia*, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“**CERCLA**”), 42 U.S.C. §§ 9601–9675, and the Resource Conservation and Recovery Act (“**RCRA**”), 42 U.S.C. §§ 6901–6992, in connection with 89 real properties located in 14 states.

Under the ERT Settlement Agreement, Debtors will transfer title of Debtor-owned real properties (the “**Owned Properties**”) to an Environmental Response Trust (the “**Trust**”), which

¹ A copy of the ERT Settlement Agreement containing the signatures of all parties except the Saint Regis Mohawk Tribe (the “**Tribe**”), was attached to the Notice of Lodging filed with the Court on October 20, 2010. Docket No. 7452 (hereinafter cited to as “**SA**”). The Tribe submitted its signature to the ERT Settlement Agreement to the Court on October 21, 2010.

will fund cleanup of those properties, certain adjacent real properties, and one recently sold real property, and help to return the properties to beneficial use. On the effective date of the Plan, which will also be the effective date of the ERT Settlement Agreement (the “**Effective Date**”), Debtors will provide approximately \$509 million in cash to the Trust to fund cleanup activities, subject to certain funding adjustments provided for under the Agreement.² Debtors will also transfer additional non-cash assets to the Trust together with at least \$142 million in cash, subject to certain funding adjustments provided for under the Agreement, to fund the administrative costs of the Trust.

In order to become effective, the proposed ERT Settlement Agreement must be approved by the Court based on the fairness and reasonableness of the proposed Agreement and its consistency with environmental law.³ Notice of the settlement was published in the Federal Register on October 28, 2010, 75 Fed. Reg. 66,390 (the “**Federal Register Notice**”). A corrected Federal Register Notice was published on November 4, 2010, 75 Fed. Reg. 68,001, clarifying that two of the real properties to be transferred to the Trust previously identified as located in Michigan are, in fact, located in Missouri. The United States received four public comments on the proposed ERT Settlement Agreement during the comment period that expired on November 27, 2010. In response to a request received from Onondaga County, New York, the United States also agreed to accept additional public comments on the proposed ERT Settlement Agreement at a public meeting held in Syracuse, New York, on December 15, 2010.

² Under the terms of the ERT Settlement Agreement, certain expenditures by the Debtors prior to the Effective Date to clean up the real properties covered by the Trust will be credited to the remedial funding accounts for the respective properties and, therefore, result in Trust funding adjustments. *See* SA ¶¶ 36-37.

³ Debtors’ will seek approval of the ERT Settlement Agreement under bankruptcy law in connection with the proceedings relating to Debtors’ request for the Court’s approval of their proposed Amended Joint Chapter 11 Plan.

After reviewing all comments received, the United States has determined that the proposed ERT Settlement Agreement is fair, reasonable, and consistent with environmental law. The settlement memorialized in the proposed ERT Settlement Agreement was reached after lengthy negotiations of its terms among sophisticated counsel. In addition, the parties weighed the merits, costs, risks and delays that litigation would entail against the value of settlement.

The function of the Court in reviewing such motions is not to substitute its judgment for that of the parties to the proposed ERT Settlement Agreement, but to confirm that the terms of the proposed ERT Settlement Agreement are “fair and adequate and are not unlawful, unreasonable, or against public policy.” *United States v. Hooker Chem. & Plastics Corp.*, 540 F. Supp. 1067, 1072 (W.D.N.Y. 1982), *aff’d*, 749 F.2d 968 (2d Cir. 1984). The Court should also confirm that the ERT Settlement Agreement is consistent with CERCLA’s goals. *United States v. Akzo Coatings of Am., Inc.*, 949 F.2d 1409, 1426 (6th Cir. 1991). In conducting its review, the Court should be deferential to the United States’ determination that the settlement is in the public’s interest. *Id.* Accordingly, for the reasons set forth herein, the United States respectfully requests that this Court approve and enter as a final judgment the proposed ERT Settlement Agreement lodged with this Court on October 20, 2010.⁴

II. GENERAL STATUTORY/FACTUAL BACKGROUND

The environmental liabilities that are resolved by the ERT Settlement Agreement derive primarily from two federal statutes and their state counterparts. The first of these, CERCLA, is generally directed at cleaning up sites contaminated with hazardous substances as a result of releases of such substances into the environment. The second, RCRA, in part addresses cleanup of hazardous constituents and hazardous wastes at operating facilities, as well as any migration

⁴ Approval of the ERT Settlement Agreement under environmental law is a condition precedent to the effective date of the Plan. *See Debtors’ Amended Joint Chapter 11 Plan of Liquidation*, (Dec. 7, 2010), at §§ 6.4(a), 9.2 [Docket No. 8015].

of hazardous constituents from such facilities, resulting from the generation, treatment, storage, disposal, or transport of hazardous wastes.

A. Statutory Background

1. CERCLA

CERCLA was enacted to provide a framework for cleanup of the nation's worst hazardous waste sites. The primary goal of CERCLA is to protect and preserve public health and the environment from the effects of releases or threatened releases of hazardous substances to the environment. *See* 42 U.S.C. § 9601(24); *Voluntary Purchasing Grps, Inc. v. Reilly*, 889 F.2d 1380, 1386-87 (5th Cir. 1989); *O'Neil v. Picillo*, 682 F. Supp. 706, 726 (D.R.I. 1988), *aff'd*, 883 F.2d 176 (1st Cir. 1989); *Dedham Water Co. v. Cumberland Farms Dairy, Inc.*, 805 F.2d 1074, 1081 (1st Cir. 1986); *New York v. Shore Realty Corp.*, 759 F.2d 1032, 1040, n.7 (2d Cir. 1985).

CERCLA also created a Hazardous Substance Superfund, 42 U.S.C. § 9607, commonly known as the Superfund, to finance federal response actions undertaken pursuant to section 104(a) of CERCLA, 42 U.S.C. § 9604(a). Although CERCLA authorizes cleanup of sites contaminated with hazardous substances using money provided by the Superfund, the Superfund is a limited source of funding intended for use only when responsible parties are not available to conduct or finance a site's cleanup. *See* S. Rep. No. 96-848, 96th Cong., 2d Sess. at 17-18 (1980), *reprinted in* 1 Sen. Comm. on Env't & Pub. Works, Legislative History of CERCLA 305, 324-25 (1983). The Superfund cannot finance cleanup of all of the many contaminated sites nationwide, so replenishment of expended Superfund monies is crucial to the continuing availability of funds for future cleanups. Thus, the United States is tasked with seeking to ensure that potentially responsible parties (“**PRPs**”) perform site cleanups or, when Superfund monies

are expended by the federal government in response to a release or threatened release of hazardous substances, that those monies are recovered from PRPs through the liability scheme set forth in section 107 of CERCLA. *See B.F. Goodrich Co. v. Murtha*, 958 F.2d 1192, 1197-98 (2d Cir. 1992) (explaining that one statutory purpose of CERCLA is to hold responsible parties liable for the costs of the cleanup).

Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), permits the United States to recover its costs of responding to releases of hazardous substances from PRPs. Pursuant to section 107(a), PRPs include the owners and operators of Superfund sites at the time of the disposal of hazardous substances at the sites, the current owners and operators of Superfund sites, as well as the generators and transporters of hazardous substances sent to Superfund sites. *See United States v. Alcan Aluminum Corp.*, 990 F.2d 711, 722 (2d Cir. 1993) (describing potential liability for generating hazardous wastes found at a Superfund site); *O'Neil*, 883 F.2d at 178 (distinguishing waste generators from waste transporters); *United States v. Monsanto*, 858 F.2d 160, 168-171 (4th Cir. 1988) (laying out the distinction between owner liability and generator liability).

Section 104(a) and (b) of CERCLA, 42 U.S.C. § 9604(a)-(b), authorizes the U.S. EPA to use Superfund monies to investigate the nature and extent of hazardous substance releases from contaminated sites and to clean up those sites. Moreover, pursuant to section 104, 106, and 122 of CERCLA, the U.S. EPA may also issue administrative orders to PRPs that require them to clean up sites, may seek injunctive relief through a civil action to secure such relief, or may seek to reach agreements with PRPs through which one or more PRPs agree to perform the necessary cleanup of sites. *See* 42 U.S.C. §§ 9604, 9606, and 9622.

Having created the liability system and enforcement tools to allow the U.S. EPA to

pursue responsible parties for Superfund cleanups, Congress expressed a strong preference that the United States settle with responsible parties in order to avoid spending resources on litigation rather than on cleanup. 42 U.S.C. § 9622(a).⁵ CERCLA encourages settlements, *inter alia*, by providing parties who settle with the United States protection from contribution claims for matters addressed in the settlement. 42 U.S.C. § 9613(f)(2). This provision was designed to provide settling parties “with a measure of finality in return for their willingness to settle”.⁶

2. RCRA

RCRA regulates generators and transporters of hazardous wastes and owners and operators of facilities that manage, treat, store, or dispose of hazardous wastes. Pursuant to 42 U.S.C. § 6926(b), EPA has authorized certain states to administer portions of the RCRA hazardous waste management programs. The United States retains the authority to enforce an authorized State’s regulations as well as the federal portion of the program still being administered by the United States. 42 U.S.C. § 6928.

RCRA regulations impose obligations on the owners and operators of hazardous waste generation, treatment, storage, disposal, and/or transportation facilities regarding the manner in which solid and hazardous wastes are dealt with. *See* 42 U.S.C. §§ 6921-6925; 40 C.F.R. Parts 260-279. In addition, owners and operators of hazardous waste treatment, storage, or disposal facilities must obtain either a permit or “interim status” in order to operate legally. 42 U.S.C. §

⁵ *See also United States v. DiBiase*, 45 F.3d 541, 545-46 (1st Cir. 1995); *United States v. Alcan Aluminum, Inc.*, 25 F.3d 1174, 1184 (3d Cir. 1994); *In re Cuyahoga Equip. Corp.*, 980 F.2d 110 (2d Cir. 1992) (citing *City of New York v. Exxon Corp.*, 697 F. Supp. 677, 693 (S.D.N.Y. 1988)); *Akzo Coatings*, 949 F.2d at 1436; *United States v. Cannons Engineering Corp.*, 899 F.2d 79, 92 (1st Cir. 1990); H.R. Rep. No. 99-253, pt. 1, at 80 (1985), *reprinted in* 1986 U.S.C.C.A.N. 2862.

⁶ *Cannons Eng’g*, 899 F.2d at 92; *see also United Techs. Corp. v. Browning-Ferris Indus., Inc.*, 33 F.3d 96, 103 (1st Cir. 1994), *cert. denied*, 115 S. Ct. 1176 (1995); *O’Neil*, 883 F.2d at 178-79); H.R. Rep. No. 99-253, pt. 1, at 80 (1985), *reprinted in* 1986 U.S. C.C.A.N. 2862.

6925. Under RCRA, the United States and authorized states have the authority to order the owner or operator of a permitted or interim status facility to conduct closure, corrective action, or other response measures as necessary to protect human health and the environment. *See* 42 U.S.C. §§ 6924(u) and (v), 6928(h). Where the U.S. EPA determines that handling, storage, treatment, transportation, or disposal of solid or hazardous waste may present an imminent and substantial endangerment to health or the environment, it can also issue a cleanup order or seek injunctive relief against any person who has contributed or is contributing to the handling, storage, treatment, transportation, or disposal of solid or hazardous waste anywhere that such solid or hazardous waste is located. 42 U.S.C. § 6973(a).

B. Procedural Background

1. Old GM's Chapter 11 Petition and U.S. Treasury's Debtor in Possession Loan

On June 1, 2009, Old GM and three wholly-owned direct or indirect subsidiaries filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, and on October 9, 2009, REALM and ENCORE each also filed voluntary chapter 11 petitions. The Debtors' cases are being jointly administered in this Court. On June 1, 2009, Old GM also filed a motion to approve the sale of substantially all of its assets pursuant to 11 U.S.C. § 363. As part of the sale of assets, Old GM excluded from the sale certain real property and personalty it owned, including the Owned Properties and the other non-cash assets to be transferred to the Trust under the Agreement. On July 5, 2009, the Bankruptcy Court approved the sale of assets to NGMCO, Inc. (a/k/a Newco), now known as General Motors Company ("New GM"). Following the sale of assets, Old GM was renamed MLC, and it has continued to own and manage the real property assets excluded from the sale to New GM.

In order to allow, among other things, the orderly winding down of MLC's affairs, U.S.

Treasury and Export Development Canada (“**EDC**”) granted MLC a loan in the amount of \$950 million under a debtor-in-possession agreement, which became effective on June 25, 2009, when the Bankruptcy Court entered a “Final Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (a) Approving a DIP Credit Facility and Authorizing the Debtors to Obtain Post-Petition Financing Pursuant Thereto, (b) Granting related Liens and Super-Priority Status, (c) Authorizing the Use of Cash Collateral and (d) Granting Adequate Protection to Certain Pre-Petition Secured Parties” (the “**DIP Order**”). On July 5, 2009, U.S. Treasury and EDC increased their loan to MLC from \$950 million to \$1.175 billion (the “**DIP Loan**”), and the Bankruptcy Court amended its June 25, 2009 Order accordingly by entering an “Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (a) Approving Amendment to DIP Credit Facility to Provide for Debtors’ Post-Petition Wind-Down Financing” (the “**Amended DIP Order**”). Under the terms of the DIP Loan, the DIP Order, and the Amended DIP Order, U.S Treasury retained liens on Debtors’ assets, including the cash provided to Debtors under the DIP Loan and all real properties and personalty owned by Debtors. Of the \$1.175 billion, a maximum of \$536 million was allocated for administrative environmental expenses. *See* Transcript of June 30, 2009 Sale Hearing, Testimony of Albert Koch, at 297-98.

2. Proofs of Claims of the Governmental Environmental Entities

On November 28, 2009, the United States timely filed duplicate copies of a proof of claim against MLC both in the Bankruptcy Court and directly with Debtors’ claims agent, and the two copies of the identical proof of claim were assigned Nos. 67362 and 64064. On April 16, 2010, the United States also filed proofs of claim against REALM and ENCORE, which were assigned Nos. 70254 and 70255. The U.S. environmental proofs of claim protectively set forth,

inter alia, claims or causes of action for future work as well as past and/or future costs with respect to certain properties addressed by the ERT Settlement Agreement. In addition, the States that are parties to the ERT Settlement Agreement filed environmental proofs of claim setting forth similar claims with respect to properties addressed by the Agreement.⁷ The U.S. proof of claim alone referred to over one hundred sites.

3. Settlement Negotiations

Recognizing that the United States and the States were some of the largest creditors in the bankruptcy, and that it would be difficult for Debtors to achieve a plan of liquidation without reaching some settlements with the United States and the States with respect to the Owned Properties, certain adjacent real properties, and the one recently sold real property (collectively, the “**Properties**”), the United States, States and Debtors negotiated extensively for over one year to achieve this consensual Agreement and Plan.

C. **The ERT Settlement Agreement**⁸

1. Cash Payments to the Trust

Pursuant to the ERT Settlement Agreement and subject to the adjustments as provided in Paragraph 36 and 37 of the Agreement, the Debtors will make a payment to fund the Trust in the

⁷ The Saint Regis Mohawk Tribe (the “**Tribe**”), which is a party to the ERT Settlement Agreement, filed protective Proof of Claim No. 59086. The states that are parties to the ERT Settlement Agreement timely filed protective Proofs of Claim in the Bankruptcy Cases as follows: Nos. 48416 (Delaware); 44875 and 70228 (Illinois); 59181 (Indiana); 45638 (Kansas); 65349 (Massachusetts Department of Environmental Protection); 60528 and 70233 (Michigan Department of Natural Resources and Environment); 60897 and 70235 (Missouri); 44869 and 48352 (New Jersey); 50587 (New York); 50676 and 70234 (Ohio); and 44759 (Wisconsin) (collectively with the Tribe the “**States**”). These proofs of claim, *inter alia*, set forth claims and causes of action under environmental laws in connection with the Properties.

⁸ This memorandum of law contains an abbreviated summary of the terms and provisions of the ERT Settlement Agreement. If there is any conflict between the description of the settlement contained in this memorandum and the terms and provisions of the ERT Settlement Agreement, the terms and provisions of the ERT Settlement Agreement are controlling.

amount of no less than \$641,434,945, and separate payments will be made by sureties of Debtors to a Massachusetts expendable trust in the amount of \$786,944, and to an Illinois 807 trust fund in the amount of \$102,390. The cash paid to the Trust will be allocated as follows: (i) \$295,036,131 will be placed in a Minimum Estimated Property Funding Account that provides specific funding amounts for the environmental cleanup of each of the properties addressed in the ERT Settlement Agreement, if any, as set forth on Attachment A, Column 2 of the Agreement; (ii) \$52,065,197 will be placed in a Reserve Property Funding Account that provides specific funding amounts for each of the Properties in the event that the Minimum Estimate Property Funding is insufficient to complete the Property's cleanup, if any, as set forth on Attachment A, Column 3 of the Agreement; (iii) \$84,099,794 will be placed in a Long Term Operation, Monitoring and Maintenance Property Funding Account that provides specific funding amounts for each Property to pay for long-term operation, monitoring and maintenance activities, if any, as set forth in Attachment A, Column 4 of the Agreement; (iv) \$68,233,823 will be placed in a Cushion Funding Account and will be available to fund cleanup cost overruns at each of the Properties, if any, provided that certain criteria are met; (v) no less than \$102 million, subject to certain adjustments, will be placed in the Administrative Funding Account to pay for costs necessary for the administration of the ERT and the orderly wind-down of the Properties, including, but not limited to, administrative and personnel costs, including professional and legal fees, Property holding costs (security, utilities, maintenance, property taxes), Property marketing costs, and demolition costs unrelated to environmental actions; and (vi) \$40 million will be placed in the Administrative Funding Reserve Account to fund actual or projected shortfalls in the Administrative Funding Account that are identified prior to the third anniversary of the ERT Settlement Agreement's Effective Date. *See SA ¶¶ 32-37.*

2. Environmental Response Trust

The ERT Settlement Agreement provides a mechanism by which Debtors can fulfill their responsibility to comply with applicable non-bankruptcy law, *see* 28 U.S.C. § 959(b), to clean up the Properties and resolve Debtors' liability to the Governmental Environmental Claimants for administrative expense claims or injunctive relief. *See In re Asarco, Findings of Fact and Conclusions of Law on Debtors' Motion for Order Approving Settlement of Environmental Claims* ¶ 265, No. 05-21207 (Bankr. S.D. Tex. June 5, 2009) (approving environmental settlements providing for environmental response trusts because they "pave the way for confirmation of a plan that is not 'forbidden by law' and therefore unconfirmable"); *In re Eagle-Picher Holdings, Inc.*, 345 B.R. 860, 861 (Bankr. S.D. Ohio 2006) (finding that a real property trust must be funded to comply with environmental law in order to meet requirement that plan not be forbidden by law).

As noted, under the ERT Settlement Agreement, an environmental response trust will be created into which the Owned Properties will be transferred. The Trust will clean up hazardous substances or hazardous waste at (i) the Owned Properties; (ii) any properties formerly owned by the Debtor but sold to private parties during the course of the ERT Settlement Agreement negotiations; and (iii) certain properties adjacent to Owned Properties, and will return the Properties to beneficial use. The Trust will be governed by the terms and conditions of the ERT Settlement Agreement and of the environmental response trust agreement that was annexed in substantially final form as Exhibit D to the ERT Settlement Agreement (the "**Trust Agreement**"). The Trust Agreement is expected to be executed and separately filed for the Court's approval prior to the approval hearing currently scheduled as part of the Plan confirmation proceedings on March 3, 2011. The ERT Settlement Agreement and ERT Trust

Agreement contemplate the Court's appointment of EPLET, LLC as the Trust's administrative trustee (the "**ERT Trustee**").

3. Properties Addressed by the ERT Settlement Agreement

The ERT Settlement Agreement acknowledges the Debtors' responsibility to meet their environmental obligations at the Owned Properties and, through the Trust, provides funding for the Owned Properties' environmental cleanup, if any, and their administration and anticipated return to beneficial use. In addition to the Owned Properties, the ERT Settlement Agreement also provides for the resolution of Debtors' liability at certain contaminated property parcels that are immediately adjacent to Owned Properties. These properties include a brook and lagoon adjacent to the Debtor-owned Framingham Landfill in Massachusetts (the "**Framingham Brook and Lagoon**"), and the Upper Ley Creek site, in Syracuse, New York, which includes the surface water, sediments, and groundwater as defined in the September 17, 1997 State of New York Order on Consent, Index # D-7-0001-97-06 and is bounded at its south side by the Debtor-owned GM-IFG Syracuse Facility (the "**IFG Facility**") and as far downstream as the Route 11 Bridge ("**Upper Ley Creek**"). The Framingham Brook and Lagoon and Upper Ley Creek are two sites adjacent to Owned Properties which the parties believe are entitled to priority treatment in this bankruptcy based on their unique circumstances, including strong arguments for prioritization under bankruptcy law.⁹

Specifically, at the Framingham Brook and Lagoon and Upper Ley Creek sites (collectively, the "**Adjacent Properties**"): (i) the properties are immediately adjacent to properties that are owned by the Debtors; (ii) the contamination at these sites stems from the adjacent currently or formerly Debtor-owned properties; (iii) administrative or court orders compel Debtors at each of these sites to conduct environmental cleanup; and (iv) Debtors are

⁹ In addition, the Massena Property includes certain adjacent tribal lands.

essentially the sole PRPs in connection with the hazardous substances at issue. Accordingly, absent provision for the Adjacent Properties, they will either remain contaminated or the task of cleanup of the contaminated sites would likely fall to the state or federal governments.

Moreover, to ensure the efficient cleanup of adjacent parcels, adjacent properties were included in the ERT Settlement Agreement to require the Trust to complete their cleanup alongside the cleanup of the abutting Owned Properties.

Ley Creek is the focus of most of the public comments that the United States received regarding the ERT Settlement Agreement. Upper Ley Creek is part of the Onondaga Lake Superfund Site (the “**Onondaga Site**”), as are, among other areas, the IFG Facility and the PCB Dredging Site, the Town of Salina municipal landfill (the “**Salina Landfill**”), Lower Ley Creek, and the Onondaga Lake Bottom itself. Old Ley Creek Channel, a portion of former creek bed that became intermittent when the Creek was redirected upstream for flood control purposes, is another area of concern associated with the Site. Ley Creek, after passing the IFG Facility, eventually flows beneath the Route 11 Bridge into the portion of Ley Creek which is referred to by U.S. EPA for administrative purposes as Lower Ley Creek. The Lower Ley Creek portion of Ley Creek flows west (and downstream) through the Salina Landfill, past the mouth of Old Ley Creek Channel and ultimately discharges into Onondaga Lake. The ERT Settlement Agreement does not resolve MLC’s environmental liabilities at any of the many other portions of the Onondaga Site other than the IFG Facility, the PCB Dredging Site and Upper Ley Creek. A detailed map showing all relevant portions of the Onondaga Site is attached hereto as Exhibit 1. Under the ERT Settlement Agreement, the PCB Dredging Site will receive \$488,981 in site-specific minimum and reserve property funding for environmental cleanup and \$1,393,361 in funding for long term operation and maintenance activities; the IFG Facility will receive

\$12,299,701 in site-specific minimum and reserve property funding for environmental cleanup; Upper Ley Creek will receive \$8,548,471 in site-specific minimum and reserve property for environmental cleanup; and the IFG Facility will receive an additional \$10,273,640 for operation, monitoring, and maintenance activities. No commenter has disputed the adequacy of the funding provided under the ERT Settlement Agreement for the cleanup of the sites being resolved by the Agreement.

Finally, the ERT Settlement Agreement also covers Debtors' environmental liabilities at the GMNA Car property in Wilmington, Delaware (the "**Wilmington Property**"), which was owned by Debtors but sold to a private party while settlement negotiations between the Debtors, the United States and the remaining parties to the ERT Settlement Agreement were ongoing. The purchaser of the Wilmington Property chose to have the Trust undertake certain cleanup activities.¹⁰

4. Other Environmental Claims Not Resolved by the ERT Settlement Agreement

Certain environmental liabilities of the Debtors relating to the non-owned and Owned Properties are not resolved by the ERT Settlement Agreement, including (i) any general unsecured claim with respect to Lower Ley Creek, the Salina Landfill, the Old Ley Creek Channel and the Lake Bottom, which, as mentioned above, are non-owned areas affiliated with the Onondaga Site in the vicinity of the IFG Facility; (ii) any general unsecured claim for pre-petition response costs with respect to any of the Owned Properties; and (iii) any general unsecured claim for damages or injury to, or destruction or loss of natural resources, and for the costs of any natural resource damage assessments. The ERT Settlement Agreement expressly

¹⁰ Another Debtor-owned facility, the Metal Fab property in West Mifflin, Pennsylvania, may also be purchased by a private party prior to the Effective Date. As of the date of this filing, however, the sale has not been completed and the Metal Fab property remains an Owned Property.

reserves these liabilities for separate resolution, and discussions with the Debtors regarding those liabilities are ongoing.

5. Covenants Not to Sue and Contribution Protection

Under Section VII of the ERT Settlement Agreement, the Debtors will receive covenants not to sue from the Governmental Environmental Claimants with respect to the Owned Properties as well as the Framingham Brook and Lagoon, Upper Ley Creek, and the Wilmington Property. Section VII of the ERT Settlement Agreement also provides reciprocal covenants not to sue from Debtors to the Governmental Environmental Claimants and the environmental response trust parties, the latter of which are defined to include the Trust, its administrative trustee, and the trustee's shareholders, officers, directors, consultants, agents, and other professionals or representatives engaged or employed by the Trust or trustee (collectively, the "**Trust Protected Parties**"). *See* SA ¶ 99. Under Section IX of the ERT Settlement Agreement, the Debtors and the Trust Protected Parties will also receive contribution protection for matters addressed by section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2). *Id.* ¶ 105.¹¹

D. Public Comments and Objections

As set forth below, the United States received eleven oral comments and eight written comments, some of which were submitted at the December 15, 2010, public meeting held in Syracuse, New York. Most of the comments pertained to Ley Creek, which is a portion of the Onondaga Site and only partially included in the ERT Settlement Agreement. Generally speaking, the commenters felt that the Agreement should be expanded to also provide funding for other non-owned areas affiliated with the Onondaga Site, specifically Lower Ley Creek, the

¹¹ In addition, the ERT Settlement Agreement reserves all rights of the United States with respect to any site that is not included among the sites addressed by the ERT Settlement Agreement other than claims or causes of action for migration of hazardous substances emanating from a site to the extent not reserved by the ERT Settlement Agreement.

Salina Landfill, the Old Ley Creek Channel and the Lake Bottom. Some of these commenters, including Onondaga County and the Town of Salina, which also objected to the ERT Settlement Agreement in their respective objections to the Debtors' Amended Chapter 11 Plan, are themselves PRPs at these other portions of the Onondaga Site.

1. Written Comments

a. *Onondaga County*

On November 24, 2010, Gordon J. Cuffy, County Attorney, submitted a written comment on behalf of Onondaga County, New York, attached hereto as Ex. 2 at US0004-18, requesting specific changes to the ERT Settlement Agreement because it “arbitrarily prescribes that Trust monies shall be used for the cleanup of Ley Creek in Onondaga County, NY only so far as the ‘Route 11 Bridge’.” *Id.* at US0005. Onondaga County, itself a PRP at Ley Creek below the Route 11 Bridge, comments that the ERT Settlement Agreement’s “arbitrary funding decision will result in both a gross inequity and a significant funding shortfall of the monies necessary to respond to decades of polychlorinated biphenyl (“PCB”) releases by General Motors that contaminated the entirety of Ley Creek.” *Id.* Onondaga County further states that “the proposed Settlement Agreement is in direct contravention of Congressional mandates and the underlying purposes of both [CERCLA] and [RCRA],” and “requests that the proposed Settlement Agreement be modified to include funding for the cleanup of the entirety of Ley Creek, Old Ley Creek [Channel], and any and all GM-related Ley Creek PCB dredge spoil locations.” *Id.* at US0006.

Onondaga County acknowledges that the State of New York Order on Consent, Index # D-7-0001-97-06 (Sept. 17, 1997) (“**1997 CONSENT ORDER**”), entered into between Old GM and the State of New York requires MLC to “sample Ley Creek surface water and sediment, but

only downstream as far as the Route 11 Bridge.” *Id.* at US0007. Onondaga County also acknowledges that in addition to Old GM, the County itself and six other entities “were identified as potentially responsible parties with respect to [Lower Ley Creek]...” by the U.S. EPA. *Id.* at US0008. Nonetheless, Onondaga County asserts that “[t]here is no rational basis to limit the cleanup to that portion of Ley Creek upstream of the Route 11 Bridge,” *Id.* at US0011, and that “the artificial site boundary found in the proposed Settlement Agreement *has no basis in logic* and no support under the law.” *Id.* at US0012.

Onondaga County also alleges that the ERT Settlement Agreement is part of a “concerted strategy to protect the considerable federal holdings in the Debtors,” that under the Agreement “local citizens and taxpayers may be forced to fund the response costs for years of GM contamination and/or may be compelled to devote significant resources to achieve vindication and/or a fair and equitable apportionment,” and that it “is a virtual guarantee of protracted future litigation resulting in the expenditure of limited financial and judicial resources in contravention of the goals of CERCLA.” *Id.* at US0014. Onondaga County concludes that “[a] proposed settlement negotiated by a lender controlled Debtor that by its expressed terms is intended to solely benefit the lender, that has as a potential purpose and/or impact of shifting remedial costs to entities such as the County ... fails to meet the well recognized fairness standard for judicial approval.” *Id.*

Finally, Onondaga County asserts that the Settlement Agreement is vague in its description of Upper Ley Creek and the covenants not to sue provided under the Agreement, questions whether the United States’ or any State’s liabilities at any of the sites addressed by the Agreement was “used to derive the funding proposed to be provided to the Trust for any individual site,” and requests confirmation that “violations of the Clean Water Act or any state

analogous to the Clean Water Act” are not addressed by the Agreement. *Id.* at US0014-15.

b. Craig Arquette, Environment Division of the St. Regis Mohawk Tribe

On December 8, 2010, Craig Arquette (“**Arquette**”), an employee of the Environment Division of the Tribe, submitted a written comment, *see id.* at US0019, requesting information on “[w]hat happens if the Tribe does not sign,” whether “[i]f the Tribe signs [the ERT Settlement Agreement], is the Tribe or community members prevented from suing,” and “[w]ho do we sue down the road for health impacts”. *Id.*

c. Matthew J. Millea, Deputy Onondaga County Executive for Physical Services

On December 15, 2010, at the public meeting in Syracuse, Matthew J. Millea, the Deputy County Executive for Physical Services of the County of Onondaga, submitted written comments in opposition to the ERT Settlement Agreement, *see id.* at US0020-24, “supplement[ing] and expand[ing] upon the County’s written submissions.” *Id.* at US0020. Onondaga County notes that its “distress grew when we understood that no monies would be available for Old Ley Creek or PCB-contaminated dredge spoils removed from the Creek and located downstream of Route 11” and again alleges that “there is no discernable legal or factual basis for the arbitrary Route 11 boundary.” *Id.* at US0021. Onondaga County’s supplemental written submission noted that the County was “forced to ask: ‘Exactly what was done to review this site and GM’s contamination of Ley Creek’ and ‘What about that review caused the seemingly arbitrary cutoff at the Route 11 Bridge?’” *Id.* at US0022. Onondaga County further requests assurance that, although U.S. EPA identified it as a PRP at Lower Ley Creek, “Onondaga County and its taxpayers ... will not be forced to pay for the cleanup of GM’s environmental legacy.” *Id.*

d. Karen Kucharski

On December 15, 2010, at the public meeting in Syracuse, Karen Kucharski

(“**Kucharski**”) submitted written comments in opposition to the ERT Settlement Agreement, *see id.* at US0025, stating that “GM needs to clean up ALL of Ley Creek, and whatever damage has arisen from it. The watershed depends on every part being clean, healthy, and properly maintained, just as a car cannot have just its outer frame to run as a cohesive entity.” *Id.*

e. William B. Magnarelli, New York State Assembly Member

On December 15, 2010, at the public meeting in Syracuse, William B. Magnarelli (“**Magnarelli**”), a member of the New York State Assembly, 120th district, submitted written comments to the ERT Settlement Agreement, *see id.* at US0026-27, stating that he is “in substantial agreement with the comments submitted by the County of Onondaga on November 24, 2010.” *Id.* at US0026. Magnarelli further asserts that GM should not be “allowed, under cover of bankruptcy and enabled by immense taxpayer support, to abrogate its clear responsibilities under CERCLA and RCRA,” and that the United States should “not lose sight of the *local* interests which in this instance are represented not only by several valued local employers, but especially by the County of Onondaga and the Town of Salina.” *Id.* at US0027. Magnarelli goes on to argue that the ERT Settlement Agreement “leaves such entities in fiscal jeopardy, and at a time of economic crisis” and “creates the specter of an everlasting open-ended project, wherein government may always feel free to require ‘just one more thing’.” *Id.*

f. Town of Salina

On December 15, 2010, at the public meeting in Syracuse, Mark A. Nicotra, Supervisor of the Town of Salina, submitted written comments in opposition to the ERT Settlement Agreement on behalf of the Town of Salina, *see id.* at US0028-34, stating that it “supports and incorporates those comments submitted to the U.S. Department of Justice by the County of Onondaga ... in its November 24, 2010 correspondence.” *Id.* at US0028. The Town of Salina

objects to the notice given by the United States regarding both the ERT Settlement Agreement and the public meeting, arguing that “the notice given for the Settlement Agreement violates both applicable U.S. Bankruptcy Court procedures and 42 U.S.C. § 6973,” and that the notice given for the public meeting was “apparently designed to avoid meaningful public input.” *Id.* at US0028 n.1.

The Town of Salina argues that the ERT Settlement Agreement improperly restricts the use of cash funds to Upper Ley Creek, and “[i]n support of its trust fund scheme ... artificially and arbitrarily divides the lower portion of Ley Creek from [Upper Ley Creek].” *Id.* at US0028. The Town of Salina, which is itself a PRP at the Salina Landfill and Lower Ley Creek, asserts that by not addressing MLC’s environmental liability at that landfill, the ERT Settlement Agreement represents an “arbitrary and capricious decision” by the United States. *Id.* at US0029. The Town of Salina further argues that the ERT Settlement Agreement “is clearly in violation of CERCLA’s mandate that a consent decree be fair, reasonable, and consistent with its statutory goals” because “it will result in the taxpayers of the Town, County and State of New York solely bearing the financial burden of addressing the decades of contamination Old GM and its IFG Site have caused.” *Id.*

The Town of Salina finds it “particularly offensive and arbitrary” that the United States provided no funding under the ERT Settlement Agreement for the municipal landfill “while at the same time pursuing enforcement actions against the Town and other non-GM parties for the cleanup (and cost recovery) associated with these same liabilities.” *Id.* At the same time, the Town of Salina recognizes that U.S. EPA determined that “the majority of the contamination in Lower Ley Creek sediment has come from various sources and/or facilities upstream . . .” *Id.* at US0030. The Town of Salina specifically requests that MLC be required to pay \$19,201,701

towards the cleanup of the municipal landfill, and alleges that the ERT Settlement Agreement “bars the Town from recovering any portion of this cost from Old GM” and, therefore, “fails to satisfy the applicable standard for judicial approval of CERCLA settlements, and violates that statute’s objective that consent decrees ... be fair, reasonable, and consistent with CERCLA’s goals of cleaning up contaminated sites.” *Id.* at US0032. Finally, the Town of Salina requests that Paragraph 100(ii) of the ERT Settlement Agreement be amended to (i) reserve U.S. EPA’s rights with respect to Debtors’ successors as well as “any claims,” rather than merely “any general unsecured claims” at the Lower Ley Creek and Salina Landfill sub-sites; and (ii) allow additional claims other than those specifically reserved that result from the migration of hazardous substances from an Owned Property to be asserted so as not to undermine U.S. EPA’s reservation of rights with respect to the Lower Ley Creek and Salina Landfill sub-sites. *Id.* at US0033.

g. David J. Valesky, New York State Senator

On December 29, 2010, after the public comment period for written comments had expired, David J. Valesky (“**Valesky**”), a member of the New York State Senate from the 49th Senate District, submitted written comments to the ERT Settlement Agreement, *see id.*, at US0035-36, stating that “[i]f this trust is approved without alteration, Onondaga County, the Town of Salina and the hundreds of thousands of taxpayers who live therein will be forced to pay for actions that occurred without their knowledge by a private company and beyond their control.” *Id.*

h. Jean Public

On October 30, 2010, Jean Public (“**Public**”) submitted a written comment, *see id.* at US0001-03, stating that “the penalty should be increased by 4 times and the amounts below

should be 4 times that.” *Id.* at US0001. Public added that “this massive pollution of earth is unforgivable. [A]ll corp execs that allowed this pollution should be in jail. ... [W]hy is our govt just sitting by and allowing this massive corporate pollution to have happened without criminal proceedings?” *Id.*

2. Oral Comments

On December 15, 2010, in response to a request received by Onondaga County, U.S. EPA Region 2 and the United States Department of Justice held a public meeting in Syracuse, New York, to discuss the ERT Settlement Agreement with the local community and solicit oral public comments. The following oral comments were received during that public meeting.

a. *Ms. Kakwerais*

Ms. Kakwerais (“**Kakwerais**”) stated that Old GM had committed “genocide,” that she “feel[s] and believe[s] that the public meeting should be held up north where the people ... have that poison in their body.” *See* Transcript of Public Meeting in Syracuse, New York, December 15, 2010, attached hereto as Ex. 3, at US0078. Kakwerais further stated that members of the Akwesasne Tribe had suffered severe adverse health effects from Old GM’s release of hazardous substances, and that the proposed environmental cleanup at the Massena Superfund Site in New York is “not a cleanup, it’s a cover up.” *Id.* at US0081. Kakwerais suggested that the United States “give the people that General Motors did this genocide to ... a \$45 billion credit” and stated that “General Motors should be held responsible 100 percent for what they’ve done. And not get away with it and set the standards for the future.” *Id.* at US0081-82.

Kakwerais further argued that “General Motors shouldn’t be afforded the right to declare bankruptcy and use the laws of the United States to get away with what they’ve done.” *Id.* at US0127. Kakwerais stated that “all the toxic things that they’ve done they’re allowed to get

away with it. And that is not right. Because the PCBs last thousands of years. ... It is an injustice with what has happened. It's an injustice." *Id.* at US0129. Kakwerais argued that the ERT Settlement Agreement "is all about" allowing Old GM to "take laws and stuff and ... twist it and turn it to suit [it], to get away with something.... It is about being irresponsible for the damage that they've done right across this country" *Id.* at US0130. Kakwerais stated that "\$783 million isn't going to do it." *Id.* at US0132.

b. Town of Salina, New York

Mr. Nicotra read a statement on behalf of the Town of Salina noting that "General Motors abandoned our Town in the late '80s" and "left behind a huge environmental liability that has already cost our Town taxpayers thousands of dollars, and potentially millions of dollars into the future." *Id.* at US0084. Nicotra repeated the Town of Salina's written comments that "[t]he [A]greement sets an arbitrary line at the bridge at New York State Route 11" and "bars the Town and the State of New York from receiving millions of dollars in compensation to address the cleanup of GM's hazardous waste generated at the Inland Fisher Guide facility, which are now located at the former Salina Landfill site." *Id.* at US0086. Nicotra also argued that the IFG Facility and Upper Ley Creek had already been cleaned up, and the funding allocated to those properties in the ERT Settlement Agreement should be re-allocated to clean up Lower Ley Creek and the Town of Salina municipal landfill. *Id.* at US0088-89.

c. Matthew J. Millea, Deputy County Executive for Physical Services

Mr. Millea stated that he did not "want to see a mistake being made where a demarcation is being made arbitrarily simply because the Consent Order was placed in one section of the Creek and not another." *Id.* at US0092. Millea argued that "Onondaga County cannot survive a \$50 million liability to clean up Lower Ley Creek ... nor can the Town of Salina," and that "GM

should take prime liability for all of Ley Creek not just to the Route 11 [B]ridge ... and for their share of the liability of the Lake Bottom.” *Id.* at US0092-93.

d. Jim Corbett, Chairman of the Environment Protection Committee and Member of the Onondaga County Legislature

Jim Corbett (“**Corbett**”), Chairman of the Environment Protection Committee and a member of the Onondaga County Legislature, commented that “[t]he current plan for the [\$]8.5 million to clean up only Upper Ley Creek to [the Route 11 Bridge] is not acceptable. More dedicated clean up monies should be available for ... Lower Ley Creek.” *Id.* at US0094.

Corbett requested that the “clean up plan ... be redefined to include Ley Creek from the Inland Fisher Guide all the way down into Onondaga Lake.” *Id.* Corbett argued that “Lower Ley Creek should not become a liability for the citizens of Onondaga County. ... What happened along Ley Creek was not our responsibility, and the citizens of Onondaga County should not be held responsible and have to pay for this.” *Id.* at US0094-95.

e. Dereth Glance, Executive Program Director of the Citizens Campaign for the Environment and Chair of the Onondaga Lake Bottom Community Participation Working Group

Dereth Glance (“**Glance**”), Executive Program Director of the Citizens Campaign for the Environment and Chair of the Onondaga Lake Bottom Community Participation Working Group, commented that “the arbitrary line at the [Route 11] [B]ridge ... is asinine. This is flowing into the lake.” *Id.* at US0096. Glance further argued that the entire Ley Creek needs to be cleaned up before the cleanup of Onondaga Lake – which Ley Creek discharges into – begins, as otherwise “[w]e’re just going to be removing materials and then there is going to be more pollution that’s coming in. It makes no sense.” *Id.* at US0096-97. Accordingly, Glance requested that the ERT Settlement Agreement be amended to permit the use of funding allocated to the IFG Facility and Upper Ley Creek on areas below the Route 11 Bridge. *Id.* at US0098.

Glance argued that “the most important thing ... is that we’re able to use these dollars wisely and we’re able to clean up the entirety of Ley Creek, the key tributary to Onondaga Lake and help support the overall remediation and clean up of Onondaga Lake.” *Id.* at US0099. Glance also noted that “it’s very important that the public is going to be engaged in what the future use of the[] [Owned] [P]roperties will be.” *Id.*

f. Robert Gilka, on behalf of William B. Magnarelli, New York State Assembly Member

Robert Gilka, on behalf of Magnarelli, read into the record Magnarelli’s written statement, which is summarized *supra* p. 19. *See* Ex. 3 at US0099-103.

g. Lindsay Speer

Lindsay Speer (“**Speer**”) commented that “[t]o limit GM’s liability only to the upstream areas means that the other identified potentially responsible parties, unfortunately including the Town of Salina and Onondaga County[,] will be left to deal with the pollution. This is my community, and that’s not fair.” *Id.* at US0104. Speer argued that “GM continues to exist, free of the shackles of its environmental liabilities at [the] cost of the people[s’] and the communities it has affected financially and medically. GM reported \$2 billion profit in the third quarter of this year. There is something profoundly wrong with our legal and economic system when a corporation can come into a community, pollute it badly over a number of years, earn a significant profit off that pollution, and then disappear and leave the people with the bill for cleaning it up, not to mention the health effects on the community.” *Id.* at US0105. Speer also stated that “[u]nder Superfund the federal government is required to consider the health and environmental concerns unique to the Native American populations and resource[s] both on and off their territory. It does not seem like this has been adequately done.” *Id.* at US0107. Speer, moreover, requested that “the amount of money allocated” be increased. *Id.* at US0104-105.

h. Les Monostory, Vice-President of the Central New York Chapter of the Izaak Walton League of America

Les Monostory (“**Monostory**”), Vice-President of the Central New York Chapter of the Izaak Walton League of America, commented on the ERT Settlement Agreement that “the public notice about the GM liability was pretty sketchy.” *Id.* at US0110. Monostory further stated that his community group monitored streams across Onondaga County, including the “chemical parameters” other than PCBs in Lower Ley Creek, which showed “polluted conditions or at least moderately polluted conditions in Ley Creek.” *Id.* at US0110-12. Monostory questioned whether, prior to making the decision “about cutting off the liability at this Route 11 [B]ridge, ... anyone ever stud[ied] the impacts of the PCBs in the entire Ley Creek system.” *Id.* at US0112.

i. Jeff Davis, attorney at Hiscock & Barclay, LLP, on behalf of Carrier Corporation, Oberdorfer Aluminum Foundry, Syracuse China Corporation, Cooper Crouse Hinds, and National Grid

Jeff Davis (“**Davis**”), an attorney at the law firm of Hiscock & Barclay, LLP, commented on the ERT Settlement Agreement on behalf of Carrier Corporation (“**Carrier**”), Oberdorfer Aluminum Foundry (“**Oberdorfer**”), Syracuse China Corporation (“**Syracuse China**”), Cooper Crouse-Hinds (“**Crouse-Hinds**”) and National Grid (collectively, the “**Other PRPs**”). Davis noted that all of the Other PRPs, “along with Onondaga County and the Town of Salina received notice letters from the EPA relating to Lower Ley Creek.” *Id.* at US0113. Davis argued that the “arbitrary line” being drawn at the Route 11 Bridge was “troubling” because Old GM, which had also received a notice letter from EPA relating to Lower Ley Creek, would not “be participating in the clean up” although “EPA has acknowledged in the sub-site designation form that predominant contamination in lower Ley Creek is caused by GM.” *Id.* at US0114. Davis concluded that the “contamination that is flowing downstream [from Upper Ley Creek] ... is GM related [and] needs to be cleaned up. And GM and the [Trust] should provide a source to do

that.” *Id.* at US0115.

j. Mr. Kaniatakeron

Mr. Kaniatakeron (“**Kaniatakeron**”) stated that the “Bear Clan mother ... has commanded me to inform you that this document that is being presented to all the parties involved is not acceptable.” *Id.* at US0115-16. Kaniatakeron explained that he is Akwesasne, and therefore neither part of the Onkwehonwe tribe nor the St. Regis Indian Tribal Council, but rather “international,” “the first law of the land,” and “over the United States.” *Id.* at US0116-17. Kaniatakeron stated that “the Bear Clan mother ... has instructed me to inform you that General Motors has done a great injustice to the human kind. Total disregard for human life. They need to be held responsible. Obama needs to discipline them. New York needs to discipline them. Letting them off the hook by way of this Chapter 11 is unacceptable.” *Id.* at US0119. Kaniatakeron further explained that he lives adjacent to the Owned Property in Massena, New York, and disagrees with the capping remedy U.S. EPA chose to address Old GM’s releases of hazardous substances at the Massena property. *Id.* at US0120.

k. Karen Kucharski

Karen Kucharski (“**Kucharski**”) stated that “GM needs to clean up all of Ley Creek, and whatever damage has arisen from it. The watershed depends on every part being clean, healthy, and properly maintained. ... Please see the bigger picture, GM.” *Id.* at US0140-41.

3. Objections

a. Onondaga County

Onondaga County filed an Objection to the Debtors’ Amended Chapter 11 Plan on February 11, 2011, [Docket No. 9203], in which the County also objects to the ERT Settlement Agreement as “neither fair nor equitable” for the reasons set forth in their written comments

submitted to the U.S. Department of Justice, which have been summarized above.

b. Town of Salina

The Town of Salina also filed an Objection to Debtors' Amended Joint Chapter 11 Plan Proposed by Motors Liquidation Company, f/k/a General Motors Corporation on February 11, 2011, [Docket No. 9197], in which it, too, objected to the ERT Settlement Agreement. The Town of Salina's objections are based on the Agreement's "ban on the use of [T]rust monies to address the 'downstream' liabilities associated with [the IFG Facility], and, in particular, the disposal, discharge and/or release of hazardous wastes generated by Old GM within the lower portions of Ley Creek, Onondaga Lake, and the [Salina Landfill]." *Id.* at ¶ 34. The Town of Salina further reasserted its comments on the ERT Settlement Agreement previously submitted to the U.S. Department of Justice, including that the Agreement constitutes an "arbitrary and capricious" decision by the United States and "is clearly in violation of CERCLA's mandate that a consent decree be fair, reasonable, and consistent with its statutory goals." *Id.* at ¶¶ 35-36. The Town of Salina also requests information regarding "what steps were taken and to what extent ... any allocation of United States or state liabilities [was] used to derive the funding proposed to be provided to the Trust for any individual site." *Id.* at ¶ 52.

III. ARGUMENT

A. The Court Should Approve the Proposed ERT Settlement Agreement Because It is Fair, Reasonable, and Consistent With Environmental Law

Approval of a settlement agreement is a judicial act committed to the informed discretion of the court. *In re Cuyahoga*, 980 F.2d at 118; *Hooker Chem.*, 540 F. Supp. at 1072; *United States v. Cannons Eng'g Corp.*, 720 F. Supp. 1027, 1035 (D. Mass 1989), *aff'd* 899 F.2d 79 (1st Cir. 1990). Judicial review of a settlement negotiated by the United States to protect the public interest is subject to special deference; the Court should not engage in "second-guessing the

Executive Branch.” *Cannons Eng’g*, 899 F.2d at 84; *see also In re Cuyahoga*, 980 F.2d at 118 (noting the “usual deference given the EPA”); *New York v. Solvent Chem. Corp.*, 984 F. Supp. 160, 165 (W.D.N.Y. 1997) (“This court recognizes that its function in reviewing consent decrees apportioning CERCLA liability is not to substitute its judgment for that of the parties to the decree but to assure itself that the terms of the decree are fair and adequate and are not unlawful, unreasonable, or against public policy.”) (internal quotation marks omitted). An evidentiary hearing is not required in order to evaluate a proposed CERCLA consent decree because such hearings would frustrate the statutory goal of expeditious settlement, and as such, hearing requests are routinely and properly denied. *United States v. Charles George Trucking Inc.*, 34 F.3d 1081, 1085 (1st Cir. 1994); *Cannons Eng’g*, 899 F.2d at 94. This “limited standard of review reflects a clear policy in favor of settlements.” *Solvent Chem. Corp.*, 984 F. Supp. at 165.

For the reasons discussed below, the Court should approve the ERT Settlement Agreement because it is fair, reasonable, in the public interest, and furthers the goals of both RCRA and CERCLA. *See Charles George Trucking*, 34 F.3d at 1084; *Cannons Eng’g*, 899 F.2d at 85; *Hooker Chem.* 540 F. Supp. at 1073 (“the task has been to examine the proposal and determine whether it is a fair and adequate settlement and whether its implementation will reflect concern for the problems for which Congress has enacted the various environmental statutes.”); *Solvent Chem. Corp.*, 984 F. Supp. at 166.

1. The Settlement Is Fair

The fairness criterion of a CERCLA settlement integrates both procedural fairness and substantive fairness. *Cannons Eng’g*, 899 F.2d at 86-88. To measure procedural fairness, the court “should ordinarily look to the negotiation process and gauge its candor, openness, and bargaining balance.” *Id.* at 86. The negotiation of the ERT Settlement Agreement was

procedurally fair because it was negotiated at arm's length over nearly one and a half years, with good faith participation by governmental actors, and parties that were represented by experienced counsel and aided, on both sides, by technical experts who assisted on matters such as estimating the cost of future response actions. During these many months of negotiations, the United States, the Debtors, and their respective environmental experts were also aided by the environmental expertise of the States' regulatory agencies. *See id.* at 87 (finding a CERCLA settlement procedurally fair based on criteria including an arms-length negotiation, experienced counsel, and good faith participation by EPA).

To measure substantive fairness, the court should consider whether the settlement is “based upon, and roughly correlated with, some acceptable measure of comparative fault, apportioning liability . . . according to rational (if necessarily imprecise) estimates of how much harm each PRP has done.” *Id.* at 87; *see also United States v. Davis*, 261 F.3d 1, 24 (1st Cir. 2001); *Charles George Trucking*, 34 F.3d at 1087; *DiBiase*, 45 F.3d at 544-45. Here, the proposed ERT Settlement Agreement is substantively fair. The Debtors are essentially the sole viable responsible party identified by U.S. EPA or the States at all of the properties addressed by the ERT Settlement Agreement. Debtors' liability at the Properties formed the backdrop for lengthy negotiations between the parties regarding the nature, extent and cost of the cleanup that will be required at the Properties. The resulting terms of the ERT Settlement Agreement provide approximately \$509 million in funding for the Owned Properties and the Wilmington Site, the Framingham Brook and Lagoon and Upper Ley Creek sites (part of which has been and will continue to be spent by Debtors prior to the Effective Date). *See SA Ex. A.* These amounts were determined after extensive discussions that included environmental experts, and represent a substantively fair resolution of the liabilities taking into account the uncertainties and litigation

risks involved.

2. The Settlement Is Reasonable

Courts evaluating the reasonableness of CERCLA settlements have considered three factors: technical adequacy of the cleanup work to be performed; satisfactory compensation to the public for response costs; and the risks, costs, and delays inherent in litigation. *See Charles George Trucking*, 34 F.3d at 1085; *Cannons Eng'g*, 899 F.2d at 89-90. Although the first prong of the reasonableness inquiry is not at issue in this settlement, as the Debtors are not performing any cleanup, the ERT Settlement Agreement satisfies the other, necessarily intertwined, considerations relevant to reasonableness. As discussed above, the ERT Settlement Agreement will result in at least \$509 million in funding for the cleanup of the Properties. In addition, certain cash and other non-cash assets will be provided to the Trust to fund its administration. These settlement terms provide for a reasonable likelihood of sufficient funding for the future cleanup of the Properties, and reasonably balance the litigation risks for the estimated future cleanup costs at the covered sites, including the strength of the United States' and the other Governmental Environmental Claimants' case against the Debtors; the Debtors' bankruptcy, and the need to recover funds for cleanup and minimize the expense and potential delay of protracted litigation. Accordingly, the ERT Settlement Agreement is reasonable.

3. The Settlement Is Consistent With the Goals of CERCLA

The primary goals of CERCLA are to “encourage prompt and effective responses to hazardous waste releases and to impose liability on responsible parties,” and to “encourage settlements that would reduce the inefficient expenditure of public funds on lengthy litigation.” *In re Cuyahoga*, 980 F.2d at 119. This settlement furthers these statutory goals. As discussed above, the proposed ERT Settlement Agreement obtains significant recoveries for future

response costs at the Owned Properties and the Wilmington Site and a substantial portion of the estimated future cleanup at the Framingham Landfill Site and Upper Ley Creek Site, and reserves the rights of governmental environmental claimants, such as the United States Department of the Interior (“**DOI**”), and the United States Department of Commerce, acting through the National Oceanic and Atmospheric Administration (“**NOAA**”), to seek allowed general unsecured claims for natural resource damages with respect to the Properties, as well as the rights of the U.S. EPA to seek allowed general unsecured claims for past unreimbursed costs incurred in connection with the Properties. Moreover, the ERT Settlement Agreement serves CERCLA’s goal of reducing, where possible, the litigation and transaction costs associated with response actions, as well as the public policy favoring settlement to reduce costs to litigants and burdens on the courts. *See Solvent Chem. Corp.*, 984 F. Supp. at 165; *Hooker Chem.*, 540 F. Supp. at 1072.

B. The Public Comments and Objections Do Not Indicate That the ERT Settlement Agreement Is Inappropriate, Inadequate, or Improper

The United States has carefully considered all public comments received and, as set forth below, has determined that none of them indicate that the ERT Settlement Agreement is inappropriate, inadequate, or improper. The public comments received concerning the ERT Settlement Agreement raise many of the same issues and can be generally grouped into the following categories: (1) the Agreement should be expanded to provide funding for the Lower Ley Creek, Salina Landfill, Old Ley Creek Channel and Lake Bottom areas affiliated with the Onondaga Site, and/or the reservations relating to these other areas affiliated with the Onondaga Site should be expanded or clarified; (2) Onondaga County, the Town of Salina, and their Taxpayers should not be required to pay for the cleanup of Lower Ley Creek, Old Ley Creek Channel or the Salina Landfill; (3) various other concerns relating to the Onondaga Site; (4) the

Agreement is designed to protect federal interests, especially those of U.S. Treasury; (5) the notice provided for submitting public comments and attending the public meeting in Syracuse, New York, was insufficient, and an additional public meeting should have been held in Massena, New York; (6) MLC and its former executives should be fined and held criminally liable for Old GM's releases of hazardous substances; (7) the Agreement should include damages for the adverse health effects suffered by the people living in the vicinity of the Superfund site in Massena, New York; (8) the covenants not to sue and contribution protection provisions of the Agreement should be amended; and (9) other comments and questions.

1. The Agreement Appropriately Prioritizes Owned Properties and Adjacent Properties With Cleanup Orders

Many commenters object to the Agreement because it obtains cash funding for cleanups of the Properties, while not providing cash funding and reserving only general unsecured claim treatment for other areas affiliated with the Onondaga Site, specifically Lower Ley Creek, the Salina Landfill, Old Ley Creek Channel, and the Lake Bottom.¹² See Ex. 2 at US0004-18, US0020-36; Ex. 3. However, given the limited funding available in these bankruptcies, the ERT Settlement Agreement appropriately prioritizes cleanups by taking into account principles of bankruptcy law and environmental law, including whether properties are owned by the Debtors, whether cleanup orders have been issued, and whether there are other significant viable PRPs.

Unfortunately, because of the limited funding and the need to prioritize, the Agreement cannot

¹² To the extent that any commenters believe that the Agreement resolves Debtors' liability for these other parts of the Onondaga Site, they are mistaken. The United States timely filed a proof of claim for these areas among many other sites, and the Settlement Agreement expressly reserves rights associated with those environmental liabilities. See SA ¶ 100(ii). General unsecured claims in this bankruptcy are expected to have significant value, and the United States intends to pursue these claims, potentially including the right of setoff. See Plan Sections 5.7, 6.1(b), 10.8; see also *In re Tilston Roberts Corp.*, 75 B.R. 76, 79 (S.D.N.Y. 1987); *In re Westchester Structures, Inc.*, 181 B.R. 730, 740 (Bankr. S.D.N.Y. 1995). Although the Agreement includes certain waivers relating to the non-covered portions of the Onondaga Site, those provisions are appropriate for the reasons stated below.

be expanded to include cleanup funding for other areas affiliated with the Onondaga Site, just as it cannot be expanded to include cleanup funding for the scores of other non-owned sites for which Debtors have liability but where no cleanup orders have been issued and U.S. EPA or the states have identified other viable PRPs.

The comments do not warrant rejection of the ERT Settlement Agreement. The sites that are funded by the Agreement were selected based on two criteria. First, given the limited funding available in this bankruptcy, applicable bankruptcy law must provide the strongest basis for obtaining funding for cleanup from Debtors for the covered properties. Second, again because of the limited available cash funding, the U.S. EPA had to further prioritize Debtors' environmental liabilities by limiting funding under the ERT Settlement Agreement to sites at which there are essentially no other significant viable PRPs identified by U.S. EPA or the States. Moreover, the Framingham Brook and Lagoon and Upper Ley Creek, unlike the non-covered portions of the Onondaga Site, are both immediately adjacent to Owned Properties.

Under these criteria, the strongest right of recovery under bankruptcy law for environmental cleanup is for owned sites. With respect to owned sites, the U.S. EPA is entitled to require debtors to perform cleanup obligations because debtors have an obligation to manage their property in accordance with applicable non-bankruptcy law, including environmental statutes and regulations. *See* 28 U.S.C. § 959(b); *see also In re H.L.S. Energy Co.*, 151 F.3d 434, 438 (5th Cir. 1998); *Pennsylvania v. Conroy*, 24 F.3d 568, 569-70 (3d Cir. 1994); *In re Chateaugay Corp.*, 944 F.2d 997, 1009-10 (2nd Cir. 1991); *In re Wall Tube & Metal Prod. Co.*, 831 F.2d 118, 123-24 (6th Cir. 1987). And Debtors cannot obtain confirmation of a plan of liquidation without appropriate provision for property of the estate that complies with applicable law. *In re Asarco, Findings of Fact and Conclusions* ¶ 265 (approving environmental

settlements providing for environmental response trusts because they “pave the way for confirmation of a plan that is not ‘forbidden by law’ and therefore unconfirmable”); *In re Eagle-Picher*, 345 B.R. 860 (finding that real property trust must be funded to comply with environmental law in order to meet requirement that plan not be forbidden by law).

Similarly, a strong case for priority under bankruptcy law can be made for non-owned sites at which cleanup orders have been issued. *See United States v. Apex Oil Co., Inc.*, 579 F.3d 734, 736-37 (7th Cir. 2009); *In re Chateaugay*, 944 F.2d at 1007-09 (noting that debtors cannot discharge their injunctive obligations under CERCLA cleanup orders because they are not “claims”); *In re Torwico Elecs, Inc.*, 8 F.3d 146, 151 (3d Cir. 1993) (explaining that debtors injunctive obligations under RCRA cleanup orders are not impaired or otherwise affected by debtors’ bankruptcy); *In re Mark IV Indus., Inc.*, 438 B.R. 460, 469 (Bankr. S.D.N.Y. 2010) (holding that environmental obligations to New Mexico Environment Department are not “claims” and are not dischargeable).

Finally, among the non-owned sites with orders, the decision to prioritize sites without other significant viable PRPs is consistent with environmental law. Environmental law is premised upon the goal of maximizing the cleanup of contaminated sites. *See discussion supra* at pp. 4-7. It makes sense, therefore, to prioritize limited funds to sites with the highest likelihood of not being cleaned up in the absence of a settlement.

The non-covered areas affiliated with the Onondaga Site do not satisfy the above criteria. The non-covered Onondaga sites are not owned by Debtors, Debtors were not issued injunctive cleanup orders at these sites, and Debtors are not the sole viable PRPs identified by U.S. EPA or the States. In fact, many of the commenters who criticize the ERT Settlement Agreement for failing to include the other portions of the Onondaga Site are in fact all PRPs who have already

received notice letters from EPA or the New York State Department of Environmental Conservation (“**NYS DEC**”) advising them of their environmental liabilities at these sites.¹³

The criteria applied by the United States in entering into the Agreement were eminently reasonable. Indeed, departing from these criteria would have made the settlement vulnerable to objection under bankruptcy law, would have delayed presentation of a confirmable Plan, and would have delayed or prevented the cleanups that the Agreement makes possible – none of which are in the public interest. Moreover, if the non-covered areas affiliated with the Onondaga Site were to be added to the ERT Settlement Agreement, PRPs or claimants at numerous other non-owned sites could request that their sites receive cash funding as well. Many of these sites involve unfortunate facts of contamination and an impact on public and environment that are arguably as compelling as those put forward by the commenters. Indeed, it may well be the case that the Onondaga Site, parts of which are, under the circumstances, treated generously in the Agreement, would end up getting less overall funding than the ERT Settlement Agreement provides. The Agreement, therefore, may well be in the commenters’ own best interest, even if they do not realize it.

The U.S. EPA and other environmental regulators (i.e., the States) should be permitted to take into account how priorities for environmental cleanup may be affected by the existence of a bankruptcy proceeding, and the requirements of allocating scarce resources. Nothing herein, therefore, should in any way be construed to indicate that the cleanup of the non-covered portions of the Onondaga Site is not of high priority to the U.S. EPA. The U.S. EPA remains committed to the cleanup of all contaminated sites and is hopeful that significant funding can

¹³ Other PRPs at the non-covered portions of Ley Creek include not only Onondaga County and the Town of Salina, but also Carrier, Oberdorfer, Syracuse China, Crouse-Hinds and National Grid.

still be obtained for their cleanup. Thus, although the United States appreciates the commenters' apparent concerns regarding the tension between environmental law and bankruptcy law, given the constraints created under the Bankruptcy Code, the applicable case law, and the limited funding available in this case, the United States contends that the ERT Settlement Agreement is fair and reasonable.

2. The Other Comments Regarding the Onondaga Site's Treatment Under the ERT Settlement Agreement Fail to Establish that the Agreement is Unfair, Unreasonable or Inconsistent With CERCLA

Certain comments also expressed concern that the lack of funding provided for the cleanup of Lower Ley Creek through the ERT Settlement Agreement will negatively impact the dredging of the Onondaga Lake Bottom, as Ley Creek will continue to deposit PCBs into Onondaga Lake even after the dredging has commenced, and that the public should be consulted by the U.S. EPA in determining appropriate response actions at the Onondaga Site. *See* Ex. 2 at US0005 (Onondaga County); US0033 (Town of Salina); Ex. 3 at US0097-99 (Glance). Kaniatakeron and Kakwerais, in turn, oppose the ERT Settlement Agreement because they disagree with the remedy selected by the U.S. EPA at the Massena Superfund Site in New York. *See id.* at US0081; US0120. The terms, and cost, of the remedy selected for the Lower Ley Creek area of the Onondaga Site, the Massena Superfund Site, and any other Property for which the ERT Settlement Agreement provides cleanup funding, however, will be or have been determined by the U.S. EPA or the States pursuant to an administrative process independent of the ERT Settlement Agreement. According to applicable federal regulations, CERCLA remedies are determined pursuant to a three-step administrative process in which members of the public have an opportunity to participate. *See* 40 C.F.R. §§ 300.430.¹⁴ To determine a remedy for a

¹⁴ The three steps are as follows. First, either the PRP(s) or the U.S. EPA conducts a study and prepares a report called a remedial investigation and feasibility study ("RI/FS"), which

site, the U.S. EPA considers a set of nine criteria set forth in 40 C.F.R. § 300.430(e)(9)(iii).¹⁵

None of these criteria concerns the terms of any settlement reached with a PRP.

The proposed ERT Settlement Agreement is a significant step forward in the cleanup of the Massena Superfund Site and the Onondaga Site. The Agreement provides over \$120 million in cleanup funding for the Massena Superfund Site, and substantial funding for response actions required at Upper Ley Creek, the IFG Facility and the PCB Dredging Site. The U.S. EPA, moreover, can be expected to attempt to obtain cleanup funding for the non-covered parts of the Onondaga Site either from the Superfund or from one or more viable PRPs, irrespective of the net cash recovery for specific areas of the Onondaga Site in the ERT Settlement Agreement, and any additional funds that may be recovered for the remaining areas of the Onondaga Lake Site in the future. To the extent that members of the public are dissatisfied with any proposed remedy ultimately selected by the U.S. EPA for any non-covered area affiliated with the Onondaga Site, these concerns could have been or can be raised during the related administrative processes after

determines the extent of contamination at a particular site or operable unit and the alternatives available to clean up the site. 40 C.F.R. § 300.430(a), (d), (e) (detailing the purpose and content of a RI/FS). Second, the U.S. EPA uses the findings from the RI/FS to evaluate nine criteria relied upon to develop a proposed remedy for any site where hazardous substances pose and unacceptable risk. *See* 40 C.F.R. §§ 300.430(a)(2), (e)(9)(iii), (f)(1)(i). The proposed remedy will be made available to the public in a proposed plan, for review and comment. 40 C.F.R. § 300.430(f)(1)(ii). In the third and final step, the U.S. EPA reviews and responds to comments received from the public concerning the proposed remedy, and consults with the affected state and other agencies where appropriate, before making a final decision. *Id.* The remedy selected by the U.S. EPA is documented in a Record of Decision (“ROD”), which is also made available to the public before the commencement of any remedial action. *See* 40 C.F.R. § 300.430(f)(5), (6).

¹⁵ The nine criteria considered when evaluating a proposed remedy are (a) overall protection of human health and the environment; (b) compliance with applicable or relevant and appropriate requirements under federal and state environmental laws; (c) long-term effectiveness and permanence; (d) reduction of toxicity, mobility, or volume through recycling or treatment; (e) short-term effectiveness; (f) ease or difficulty of implementing the remedy; (g) the costs associated with the remedy, including capital costs, annual operation and maintenance costs, and net present value of capital and operation and maintenance costs; (h) state acceptance; and (i) community acceptance. *See* 40 C.F.R. § 300.430(e)(9)(iii).

the proposed remedy is presented to the public in a proposed plan. In addition to soliciting public input into site decisions, the U.S. EPA and NYS DEC are required to provide a written response to comments received from the public. The U.S. EPA has and will continue to keep the public informed of the progress at the Onondaga Site, including Lower Ley Creek, and the Massena site. In short, the ERT Settlement Agreement does not impact the selection or timing of a remedy for any portion of Ley Creek or for the Massena site, other than obtaining funding for the cleanup of the IFG Facility, PCB Dredging Site, Upper Ley Creek, and the Massena site.

Several of the comments received suggest that the ERT Settlement Agreement's coverage of Debtors' environmental liabilities at Upper Ley Creek, but not their environmental liabilities at Lower Ley Creek, Old Ley Creek Channel, the Salina Landfill or the Lake Bottom areas affiliated with the Onondaga Site, was arbitrary and capricious, artificial, and without basis. *See* Ex. 2 at US0005-06 (Onondaga County); Ex. 3 at US0021-22 and US0092 (Onondaga County); US0086 (Town of Salina); US0096 (Glance); US0114 (Other PRPs). Onondaga County further asked "what was done to review this site and GM's contamination of Ley Creek?" Ex. at US0022. Other commenters stated that "GM needs to clean up ALL of Ley Creek," *id.* at US0025 (Kucharski); and that the inclusion of Upper Ley Creek but not the remaining portions of the Onondaga Site is "asinine," *id.* at US0096 (Glance); and "troubling," Ex. 3 at US0114 (Davis).

For the reasons stated above, the "cut-off" for purposes of the ERT Settlement Agreement of Ley Creek at the Route 11 Bridge is in no way "arbitrary," "artificial," or "capricious." As previously described, the various areas affiliated with the Onondaga Site – the IFG Facility, PCB Dredging Site, Upper Ley Creek, Lower Ley Creek, Old Ley Creek Channel, Salina Landfill, and the Lake Bottom sites – have long been separated out and treated

individually, with differences in PRPs, lead agencies, and remedies. Indeed, while at Upper Ley Creek the lead regulatory agency is NYS DEC, the lead regulatory agency for Lower Ley Creek is the U.S. EPA. Moreover, the administrative order issued by NYS DEC to the Debtors that requires Debtors to conduct certain cleanup actions is limited to Upper Ley Creek, which includes the surface water, sediments, and groundwater as defined in the 1997 Consent Order. Moreover, it is the United States' view that Debtors are essentially the only PRP connected to the hazardous substances at issue in Upper Ley Creek, and additional remedial actions have been ordered for Upper Ley Creek, unrelated to the cleanup efforts at Lower Ley Creek and other portions of the Onondaga Site below the Route 11 Bridge. Accordingly, the ERT Settlement Agreement properly distinguishes between Debtors' liabilities north of the Route 11 Bridge and their liabilities south of the Route 11 Bridge at the Onondaga Site.

Some commenters further express concern that under the ERT Settlement Agreement local communities and taxpayers will bear the brunt of the remedial costs at the non-covered areas affiliated with the Onondaga Site. *See* Ex. 2 at US0014, US0020 (Onondaga County); US0029 (Town of Salina); US0035-36 (Valesky); Ex. 3 at US0094 (Corbett); US0105 (Speer). Similarly, the Town of Salina commented that it was "particularly offensive and arbitrary" for the ERT Settlement Agreement not to provide funding for the Salina Landfill while pursuing the Town and Other PRPs at the same site. Ex 2. at US0029; *see also* US0026 (Magnarelli) (the United States should "not lose sight of the *local* interests ... especially [of] the County of Onondaga and the Town of Salina" or "leave such entities in fiscal jeopardy").

These comments seem to be based on the fact that both Onondaga County and the Town of Salina have been identified by the U.S. EPA as PRPs at Lower Ley Creek, and that the Town of Salina, as owner and operator of the municipal landfill, is also a PRP at the Salina Landfill

Site. While the United States sympathizes with the concerns of these other PRPs, their potential liability is not being resolved by the ERT Settlement Agreement. The U.S. EPA, moreover, retains the ability in its discretion to provide appropriate orphan share forgiveness in accordance with its policies to these PRPs in the future. Moreover, as mentioned above, it may well be that the Agreement in its current form provides more funding for cleanup in the State of New York and Onondaga County than would be available had different criteria been applied to select sites for inclusion in the settlements that would have included dozens of properties such as the non-covered portions of the Onondaga Site. Accordingly, these comments provide no basis for the United States to withdraw its consent to the ERT Settlement Agreement.

Onondaga County also asserts that the ERT Settlement Agreement's definition of the IFG Facility Site "is at best ambiguous," and that the scope of the intended work should be described and the funding increased "to the extent that work does not include both in and out of Creek response actions." *See id.* at US0014-15. As noted in the ERT Settlement Agreement, the IFG Facility Site comprises both the IFG Facility, which is owned by Debtors, and the portion of Ley Creek extending from the IFG Facility to the Route 11 Bridge. *See SA ¶ 63.* Separately, the ERT Settlement Agreement also provides funding for the PCB Dredging Site, which is also owned by Debtors and is immediately adjacent to Upper Ley Creek adjacent to the IFG Facility. *See SA Ex. A.* For the avoidance of doubt, the Owned Properties' full legal description will be included as Exhibit A to the proposed Trust Agreement. *See Ex. A of SA Ex. C.* To the extent that Onondaga County is concerned about the remedies selected for the cleanup of Ley Creek, the U.S. EPA and NYS DEC will determine, as described above, what the appropriate remedies are for Ley Creek through an administrative process that is separate from the ERT Settlement Agreement, in which members of the public, including Onondaga County, will have an

opportunity to participate and voice any concerns regarding the scope of the selected remedies.

Finally, to the extent commenters argue that no further cleanup is required at Upper Ley Creek because that area has already been cleaned up in the past, they are incorrect. While Upper Ley Creek was dredged in the past, it was not dredged to address environmental conditions but flood control issues. An RI/FS study is currently nearing completion for what is referred to as the IFG Facility and Deferred Media portion of the Onondaga Site. The Deferred Media refers to upper Ley Creek itself and ground water in the vicinity of the IFG Facility and Upper Ley Creek.

3. The ERT Settlement Agreement is Not Designed to Protect Federal Lender Interests

Onondaga County also opposes the ERT Settlement Agreement because it believes the Agreement is part of a “concerted strategy to protect the considerable federal holdings in the Debtors.” Ex. 2 at US0013. To support its position, Onondaga County alleges that the ERT Settlement Agreement was “negotiated by a lender controlled Debtor [and] by its expressed terms is intended to solely benefit the lender,” and as such “fails to meet the well recognized fairness standard for judicial approval.” *Id.* at US0014.

Onondaga County’s comment that the United States has “considerable ... holdings in the Debtors” appears to incorrectly equate the Government’s stake in New GM with any interest in Old GM. The Government does not have any “holdings in the Debtors.” Moreover, although U.S. Treasury did act as Old GM’s DIP lender in this bankruptcy, Onondaga County’s allegations that the Government controlled the Debtors or that the ERT Settlement Agreement is intended to solely benefit the United States lack any factual basis. As discussed above, Debtors here have been represented by highly experienced and sophisticated counsel and outside experts, and negotiations were conducted with the United States and other parties at arms-length. The

\$536 million from the DIP Loan Proceeds provided by Treasury are the sole source of cash funding available to cover Debtors' environmental liabilities, and there is no expectation that Treasury will recoup such funds. Moreover, the assertion that the ERT Settlement Agreement, particularly with regard to Debtors' environmental liabilities at the Onondaga Site, in any way favors the United States is simply unfounded. Indeed, the State of New York is the lead for those areas of the Onondaga Site that are receiving funding under the Agreement. The funding provided through the Trust to clean up the IFG Facility, the PCB Dredging Site, and Upper Ley Creek, therefore, do not "solely benefit" the United States. It benefits the State of New York and other States and their local communities, who will be receiving substantial cash funding – originally provided to the Debtors through U.S. Treasury's DIP Loan – to clean up those areas of the Onondaga Lake Site and return the IFG Facility and PCB Dredging Site and other Owned Properties to beneficial use. Far from shifting a cleanup burden to the local communities, the ERT Settlement Agreement significantly eases the cleanup burden these communities would otherwise be under by providing cash funding to clean up areas at the Onondaga Site, as well as many other sites across the county at which U.S. EPA is not the lead agency.

4. The Length of the Public Comment Period and Notice of Public Meeting Were Sufficient and Appropriate and no Additional Public Meeting Was Necessary

The Town of Salina's contention that the public comment period and the notice of the Syracuse public meeting were inadequate is erroneous and does not warrant rejection of the settlement. A thirty-day comment period is plainly sufficient for environmental settlements. *Cf.* 28 C.F.R. § 50.7 and 42 U.S.C. § 9622(d)(2)(g) and (i). The United States' thirty-day public comment period was also properly noticed in the October 28, 2010, Federal Register Notice. Above and beyond the public comment period, which solicits written comments, Onondaga County requested that a public meeting be held pursuant to RCRA requirements. Under 42

U.S.C. § 6973, the United States is required to afford the public “notice, and opportunity for a public meeting in the affected area, and a reasonable opportunity to comment on the proposed settlement prior to its final entry.” The United States held such a meeting on December 15, 2010, after notice by telephone to Onondaga County, which had requested the meeting, and notice by publication on December 13, 2010 in the Syracuse Post Standard, as well as distribution via the Onondaga Site email list, which has over 800 interested parties who have registered as subscribers.

The commenters present no facts to support their assertion that the public comment period and notice of the Syracuse public meeting were insufficient. Indeed, nobody has submitted any comments since December 29, 2010, and no one has asked for an extension. The United States is responding in this memorandum to all written and oral comments provided at the public meeting, and to all written comments received, including one that was received thirty-one days after the public comment period had expired. Similarly, nobody requested that the public meeting in Syracuse be postponed, and as shown by the comments received the meeting itself was well-attended. The commenters raising this concern were clearly able to submit carefully considered and detailed comments to which the United States has responded.

Kakwerais also requested that the Syracuse public meeting should have been held “up north where the people ... have that poison in their body,” which the United States believes is a reference to Massena, New York, where the largest Superfund site addressed by the ERT Settlement Agreement is located and where Kakwerais lives. *See* Ex. 3 at US0078. The United States, however, received no requests to move the Syracuse public meeting to Massena before the meeting took place, and the only person requesting that a public meeting be held in Massena was Kakwerais, who was able to attend the meeting in Syracuse and submitted detailed oral

comments on the ERT Settlement Agreement at the time.

Accordingly, the arguments that an additional public meeting should have been held in Massena, New York, and that the ERT Settlement Agreement should not be entered because of the length of the public comment period and the fact that the public meeting was held in Syracuse, New York, do not warrant rejection of the ERT Settlement Agreement.

5. The ERT Settlement Agreement Appropriately Does Not Address Criminal Issues Alleged by Commenters

Comments by Public, Kakwerais and Speer complain that the United States should hold MLC and its former executives liable for having released hazardous substances by imposing fines and initiating criminal prosecutions. *See* Ex. 2 at US0001; Ex. 3 at US0081; US0105. These comments do not warrant rejection or modification of the ERT Settlement Agreement. This is a bankruptcy proceeding, and the ERT Settlement Agreement is aimed at securing reasonable funding to put in place remedies at the Properties that protect public health and the environment. Remedies available in civil actions such as this one do not include criminal prosecution or incarceration. Moreover, the ERT Settlement Agreement expressly reserves the United States' rights against Debtors with respect to criminal liabilities, and the United States therefore does not express any view with respect to, or in any way address any issue under, criminal laws. Regarding civil fines or penalties, none of the commenters has provided any facts whatsoever that indicate that the United States has improperly compromised any claim for civil fines or penalties in the Agreement.

6. The ERT Settlement Agreement Appropriately Does Not Address Damages for Health Effects Caused by Debtors' Releases of Hazardous Substances

Kakwerais and Speers comments that the ERT Settlement Agreement should include damages for the effects of Debtors' releases of hazardous substances on public health and other

“environmental concerns unique to the Native American populations and resource[s].” *Id.* at US0107 (Speer); US0078, US0081, US0129 (Kakwerais). These comments ignore that the Agreement expressly reserves the United States’ natural resource damages claims against the Debtors. Indeed, the United States, the State of New York, the Tribe, and Onondaga Nation, respectively, are currently engaged in ongoing settlement discussions with the Debtors regarding their liability for natural resource damages at both the Massena and the Onondaga Superfund Sites in New York. The United States, moreover, does not have claims against Debtors for adverse health effects suffered by the public as a result of Debtors’ releases of hazardous substances, and any such claims asserted by the affected individuals are neither addressed nor otherwise impacted by the ERT Settlement Agreement. These comments, therefore, are not grounds for rejecting the Agreement.

7. The ERT Settlement Agreement’s Covenants Not to Sue Are Appropriate

Onondaga County has also submitted comments requesting that Paragraph 94 of the ERT Settlement Agreement be amended to permit future actions against the Trust “to pursue claims or causes of action that may arise after the Trust is funded (e.g., current or future on-going permit violations),” regardless of whether or not they relate back to pre-Effective Date conduct by the Debtors. Ex. 2 at US0015. Onondaga County further requests that Paragraph 100(ii) of the ERT Settlement Agreement be revised to include a different definition for those areas of the Onondaga Site that are exempted from the covenant not to sue provided by the United States and States. *Id.* As Onondaga County itself recognizes, one of CERCLA’s aims is to encourage settlements with the U.S. EPA by providing the settling parties finality. Finality is precisely what the proposed ERT Settlement Agreement seeks to provide by limiting future lawsuits against the Trust so that the Trust will be able to fund and undertake the contemplated cleanups.

Moreover, to the extent that unexpected cost overruns are incurred, the Trust's cushion funding account further provides an additional potential source of funding for the Properties. The ERT Settlement Agreement's description of the areas of the Onondaga Site that are excluded from the United States' covenant not to sue, moreover, track the definitions used in the United States' proof of claim, and are well known to, and recognized by, the regulatory agencies. To the extent Onondaga County remains uncertain as to what areas of the Onondaga Site are included in Paragraph 100(ii) of the ERT Settlement Agreement, the United States refers Onondaga County to the map of the Onondaga Site attached hereto as Exhibit 1. The United States therefore contends that these comments do not warrant disapproval of the ERT Settlement Agreement.

8. The Remaining Questions Similarly Do Not Indicate That the ERT Settlement Agreement Is Unreasonable, Unfair or Contrary to CERCLA

In addition to the comments addressed above, the United States also received several questions regarding the terms of the ERT Settlement Agreement. Arquette asked: (i) "[w]hat happens if the Tribe does not sign"; (ii) "[i]f the Tribe signs..., is the Tribe or community members prevented from suing"; and (iii) "[w]ho do we sue down the road for health impacts." Ex. 2 at US0019. Arquette's first question is hypothetical, since the Tribe did sign the ERT Settlement Agreement on October 21, 2010. In response to Arquette's second and third questions, by signing the Agreement the Tribe gave up its rights to sue Debtors, their successors or assigns, or the Trust in connection with environmental liabilities covered by the ERT Settlement Agreement. The Tribe did not, however, waive or impair its rights to sue Debtors or their successors or assigns for natural resource damages, and the settlement does not abrogate any claims for personal injury or health effects.

Onondaga County has asked whether, in determining which sites to fund through the ERT Settlement Agreement, the United States' or any State's liabilities at the sites were

considered. *Id.* at US0015. The United States is not aware of any liabilities by the United States or any of the States in connection with the Properties. Onondaga County also requests confirmation that “violations of the Clean Water Act or any state analogs to the Clean Water Act” are not addressed by the Agreement. *Id.* at US0016. The United States notes that it has not asserted any claims against Debtors under the Clean Water Act in this bankruptcy. The United States also refers Onondaga County to Paragraph 94 of the ERT Settlement Agreement, under which the United States and the States have agreed not to assert any claims against Debtors, any successor entity or the Trust relating to the Properties “under CERCLA, RCRA, and State environmental statutes, as well as any other environmental liabilities asserted in the Government Proofs of Claim” in return for Debtors’ transfer of the Owned Properties and other assets to, and their full funding of, the Trust.¹⁶

Finally, Monostory asked whether, in deciding whether to include Lower Ley Creek in the ERT Settlement Agreement, “anyone ever stud[ied] the impacts of the PCBs in the entire Ley Creek System.” Ex. 3 at US0112. U.S. EPA and the State of New York are overseeing and/or performing, or have overseen, three RI/FS studies of the impacts to Ley Creek. The RI/FS of Upper Ley Creek is near completion, the RI/FS of Lower Ley Creek is in progress, and the RI/FS of the Lake Bottom, including near the mouth of Ley Creek, has been completed. Nonetheless, for the reasons discussed above, the United States determined that the only non-owned portion of the Onondaga Site that should be included in the ERT Settlement Agreement is Upper Ley Creek. These questions, therefore, do not warrant rejection of the Agreement.

¹⁶ The Trust can only spend its cleanup funding in accordance with annual remedial budgets approved by the regulatory agencies and annual administrative budgets approved by U.S. Treasury. *See* SA ¶¶ 49-54.

CONCLUSION

For the reasons stated above, the Court should approve and enter the proposed ERT Settlement Agreement.

Dated: New York, New York
February 18, 2011

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for the United States of America

By: /s/ Natalie N. Kuehler
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ALAN S. TENENBAUM
National Bankruptcy Coordinator
PATRICK CASEY
Senior Counsel
Environment and Natural Resources Division
Environmental Enforcement Section
U.S. Department of Justice

EXHIBIT 1

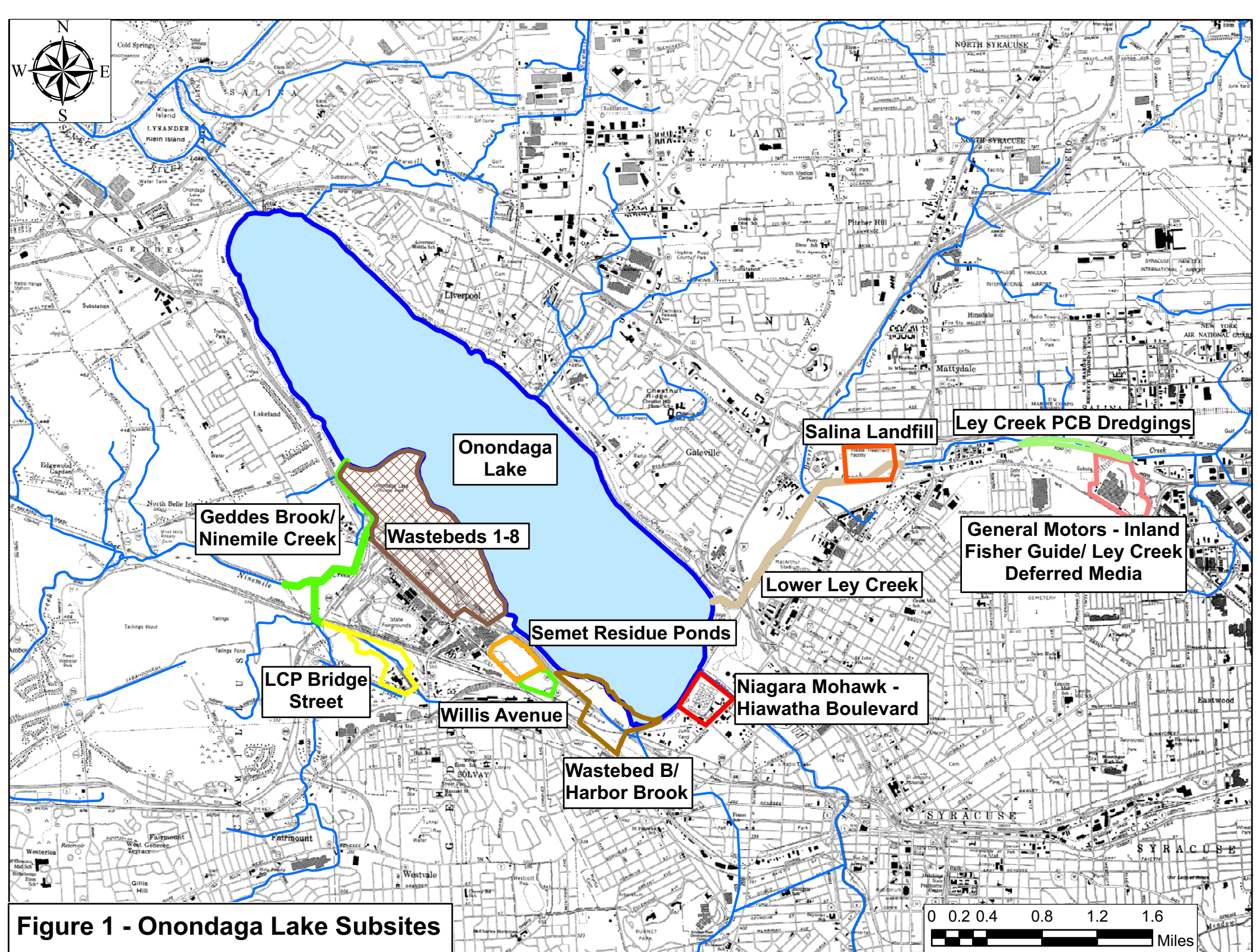


Figure 1 - Onondaga Lake Subsites

0 0.2 0.4 0.8 1.2 1.6
Miles

EXHIBIT 2

From: bk1492@aol.com
Sent: Saturday, October 30, 2010 12:25 PM
To: Fleetwood, Tonia (ENRD); pubcomment-ees-enrd@usdoj.gov; Katz, Maureen (ENRD); americanvoices@mail.house.gov; comments@whitehouse.gov; sf.nancy@mail.house.gov; rush.holt@mail.house.gov; foe@foe.org; information@sierraclub.org; broads@greatoldbroads.org; center@biologicaldiversity.org; info@earthjustice.org
Cc: letters@time.com; today@nbc.com; info@emagazine.com
Subject: public comment on federal register Fwd: why was this company allowed to pollute like this over the years - feds allowed it

how did this company get away with polluting so many sites over the years. where was the federal govt - epa to check on this? i think the penalty should be increased by 4 times and the amounts below should be 4 times that.

this massive pollution of earth is unforgivable. all corp execs that allowed this pollution should be in jail. it is their job to prevent destruction of the usa. they didnt do it. why are the corp execs not hunted down and put in jail, and lose their house and savings and pensions? why is our govt just sitting by and allowing this massive corporate pollution to have happened without criminal proceedings?
jean public 15 elm s tforham park nj07932

[Federal Register: October 28, 2010 (Volume 75, Number 208)]
[Notices]
[Page 66390-66391]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:fr28oc10-58]

DEPARTMENT OF JUSTICE

Notice of Lodging of Settlement Agreement Under the Comprehensive Environmental Response, Compensation, and Liability Act and the Resource Conservation and Recovery Act

Notice is hereby given that on October 20, 2010, a proposed Consent Decree and Settlement Agreement in the bankruptcy matter, Motors Liquidation Corp, et al., f/k/a General Motors Corp., et al., Jointly Administered Case No. 09-50026 (REG), was lodged with the United States Bankruptcy Court for the Southern District of New York. The Parties to the Settlement Agreement are debtors Motors Liquidation Corporation, formerly known as General Motors Corporation, Remediation and Liability Management Company, Inc., and Environmental Corporate Remediation Company, Inc. (collectively, "Old GM"); the United States of America; the States of Delaware, Illinois, Indiana, Kansas, Michigan, Missouri, New Jersey, New York, Ohio, Virginia and Wisconsin; the Louisiana Department of Environmental Quality; the Massachusetts Department of Environmental Protection; the Department of Environmental Protection of the Commonwealth of Pennsylvania; the Saint Regis Mohawk Tribe; and EPLET, LLC, not individually but solely in its representative capacity as Administrative Trustee of the Environmental Response Trust. The Settlement Agreement resolves claims and causes of action of the Environmental Protection Agency ("EPA") against Old GM under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601-9675 and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901-6992k, with respect to the following sites:

1. The GMNA Car--Wilmington Site in Delaware;
2. The GMPT--Danville Landfill Site in Illinois;
3. The Former GM Delco Plant Site in Indiana;
4. Various Bedford Town Sites (60 Properties) Indiana;
5. The Manual Transmission of Muncie Site in Indiana;
6. The Metal Fab--Indianapolis in Indiana;
7. The Delphi I--Anderson/Monroe Site in Indiana;

8. The Allison Gas Turbines Site in Indiana;
9. The Venture 2000 Property Site in Indiana;
10. The 1-Acre Fire Suppression Lot Site in Indiana;
11. The Fairfax I Plant Site in Kansas;
12. The Fairfax Parking Lot Site in Kansas;
13. The GMVM--Shreveport Assembly (exclude Stamping) Site in Louisiana;
14. The MCD--Framingham Landfill Site in Massachusetts;
15. The GMPT--Willow Run Site in Michigan;
16. The GMNA--Buick City Site in Michigan;
17. The Pontiac North Site in Michigan;
18. The GMPT Saginaw Malleable Site in Michigan;
19. The Saginaw Nodular Iron (PIMS297) Site in Michigan;
20. The GMNA Car (Fisher Body)--Lansing Site in Michigan;
21. The Midsize & Luxury Car--Willow Run Site in Michigan;
22. The Delphi C--Livonia Groundwater Site in Michigan;
23. The GMNA Car--Lansing Site in Michigan;
24. The GMNA Car--Lansing Site in Michigan;
25. The Delphi I--Coldwater Rd. (Landfill) Site in Michigan;
26. The Stamping--Grand Rapids Site in Michigan;
27. The GMPT Bay City Site in Michigan;
28. The Flint West--Flint River Site in Michigan;
29. The Vacant Land South of Van Born (68 acres) Site in Michigan;
30. The GMPT--Livonia Site in Michigan;
31. The Greenpoint Landfill Site in Michigan;
32. The Hemphill Lot Site in Michigan;
33. The Peregrine--Coldwater Rd. (Plant) Site in Michigan;
34. The Employee Development Center Site in Michigan;
35. The Chevrolet-Pontiac-Canada Pontiac Fiero Assembly Plant Site in Michigan;
36. The Davison Road Land Site in Michigan;
37. The Dort Highway Land Site in Michigan;
38. The -1 PCC--Validation Site in Michigan;
39. The Saginaw PLt 2 Landfill Site in Michigan;
40. The Pontiac Centerpoint Campus--West Site in Michigan;
41. The Powertrain--Romulus Engineering Center Site in Michigan;
42. The Former Howard W/H--Vacant Land Site in Michigan;
43. The Textile Road Land Site in Michigan;
44. The ACC--Penske Site in Michigan;
45. The Linden Road Landfill Site in Michigan;
46. The Windiate Park Lots Site in Michigan;
47. The Lot 8--6241 Cass Avenue at Amsterdam Ave. Site in Michigan;
48. The 6560 Cass Ave/GMNA New Center Complex Site in Michigan;
49. The GLTC land (Atherton Landfill/Die Lot Parking) Site in Michigan;
50. The Vacant Land (76 acres) Site in Michigan;
51. The Delphia C Livonia Coil & Bumper Site in Michigan;
52. The Land along Stanley Road Site in Michigan;

[[Page 66391]]

53. The Fiero Site (Powerhouse) Site in Michigan;
54. The Flint Flow-through Warehouse Site in Michigan;
55. The GMPT--Flint North 5/10/81 Site in Michigan;
56. The GMVM--Pontiac Assembly Site in Michigan;
57. The Midsize & Luxury Car Clark Street Site in Michigan;
58. The Delta Engine Plant Site in Michigan;
59. The 1831 Grondinwood (residence) Site in Michigan;
60. The 1394 Oak Hollow (residence) Site in Michigan;
61. The Pontiac Centerpoint Campus--Central Site in Michigan;
62. The Pontiac Centerpoint Campus--East Site in Michigan;
63. The Centerpoint Land (no Etkin ground lease) Site in Michigan;
64. The Centerpoint Land (Etkin ground lease) Site in Michigan;
65. The 652 Meadow Drive Site in Michigan;
66. The 642 Meadow Drive Site in Michigan;
67. The 631 Meadow Drive Site in Michigan;
68. The 607 Meadow Drive Site in Michigan;
69. The Willow Run Engineering Center Site in Michigan;
70. The PCC Validation Southern Parking Lot Site in Michigan;
71. The Former Leed's Assembly Plant--Northern Parcel Site in Michigan;
72. The Former Leed's Assembly Plant--Southern Parcel Site in Michigan;
73. The Hyatt Clark Industries Site in Michigan;
74. The Delphi Interior & Lighting Systems--Trenton Site in Michigan;
75. The General Motors (Central Foundry Division) Superfund Site, a/k/a the Massena Site, in New York;
76. The GM-IFG Syracuse Site in New York;
77. The Ley Creek PCB Dredging Site in New York;

78. The Tonawanda Engine Landfill Site in New York;
79. The Delphi Harrison--Moraine Site in Ohio;
80. The Delphi Interior--Elyria Site in Ohio;
81. The Stamping--Mansfield Site in Ohio;
82. The GMPT--Toledo 103C Landfill Site in Ohio;
83. The GMPT--Parma Complex Site in Ohio;
84. The Lordstown Excess Land Site in Ohio;
85. The Moraine Lagoon Site in Ohio;
86. The Moraine Assembly Site in Ohio;
87. The Metal Fab--Pittsburgh Site in Pennsylvania;
88. The GMPT--Fredericksburg Site in Virginia; and
89. The Janesville Training Center Site in Wisconsin.

Under the Settlement Agreement, Old GM will make a cash payment of \$499,434,945 to an Environmental Response Trust established pursuant to an Environmental Response Trust Agreement to clean up these 89 sites. Old GM will also make an additional payment of \$142,000,000 and transfer certain personalty and title to 88 real properties owned by Old GM to the environmental response trust to fund administrative expenses.

The Department of Justice will receive, for a period of thirty days from the date of this publication, comments relating to the Consent Decree and Settlement Agreement. Comments should be addressed to the Assistant Attorney General, Environment and Natural Resources Division, and either emailed to pubcomment-ees.enrd@usdoj.gov or mailed to P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611, and should refer to In re Motors Liquidation Corp., et al., D.J. Ref. 90-11-3-09754. Commenters may request an opportunity for a public meeting in the affected area, in accordance with Section 7003(d) of RCRA, 42 U.S.C. 6973(d).

The Consent Decree and Settlement Agreement and the Environmental Response Trust Agreement may be examined at the Office of the United States Attorney, 86 Chambers Street, 3rd Floor, New York, New York 10007, and at the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, NW., Washington, DC 20460. During the public comment period, the Settlement Agreement and the Custodial Trust Agreement may also be examined on the following Department of Justice Web site, http://www.usdoj.gov/enrd/Consent_Decrees.html. Copies of the Consent Decree and Settlement Agreement and the Environmental Response Trust Agreement may also be obtained by mail from the Consent Decree Library, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611 or by faxing or e-mailing a request to Tonia Fleetwood (tonia.fleetwood@usdoj.gov), fax no. (202) 514-0097, phone confirmation number (202) 514-1547. In requesting a copy from the Consent Decree Library, please enclose a check in the amount of \$42.75 (with exhibits) or \$22.75 (without exhibits) (25 cents per page reproduction cost) payable to the U.S. Treasury or, if by e-mail or fax, please forward a check in that amount to the Consent Decree Library at the stated address.

Maureen Katz,
Assistant Section Chief, Environmental Enforcement Section, Environment
and Natural Resources Division.
[FR Doc. 2010-27265 Filed 10-27-10; 8:45 am]
BILLING CODE 4410-15-P

From: [Kevin C. Murphy](#)
To: [ENRD_PUBCOMMENT-FES \(ENRD\)](#)
Cc: [GordonCuffy@ongov.net](#); [MatthewMillea@ongov.net](#); [DavidCoburn@ongov.net](#); [LuisMendez@ongov.net](#)
Subject: In re Motors Liquidation Corp., et al., D.J. Ref. 90-11-3-09754 - - Comments of Onondaga County, New York
Date: Wednesday, November 24, 2010 12:14:39 PM
Attachments: [2010-11-24 Ltr to AAG Moreno ocr.pdf](#)
[Attachment Lev Creek Watershed.pdf](#)
[Exhibit A Cover.pdf](#)
[Exhibit A consent HW734057 1997-09-25 RIFScensentorder-ocrreadable.pdf](#)
[Exhibit B.pdf](#)
[Exhibit C2.pdf](#)
[Exhibit D2.pdf](#)

Please find attached the comments of Onondaga County, New York concerning the proposed Environmental Response Trust Consent Decree and Settlement Agreement Among Debtors, The Environmental Response Trust Administrative Trustee, The United States *et al.*

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COUNTY OF ONONDAGA



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GORDON J. CUFFY
County Attorney

November 24, 2010

Via E-Mail and U.S. Mail

Ignacia S. Moreno, Assistant Attorney General
Environment and Natural Resources Division
P.O. Box 7611
U. S. Department of Justice
Washington, D.C. 20044-7611

Re: *In re Motors Liquidation Corp., et al.*, D.J. Ref. 90-11-3-09754

Onondaga County, New York Comments on Proposed Consent
Decree and Settlement Agreement

Dear Assistant Attorney General Moreno:

Onondaga County submits these comments to request specific changes to the proposed Consent Decree and Settlement Agreement (the "Settlement Agreement") that will result in the creation of the General Motors Bankruptcy Environmental Trust Fund.

As more fully set forth below, the proposed settlement arbitrarily prescribes that Trust monies shall be used for the remediation of Ley Creek in Onondaga County, NY only so far as the "Route 11 Bridge". If uncorrected, this arbitrary funding decision will result in both a gross inequity and a significant funding shortfall of the monies necessary to respond to decades of PCB releases by General Motors that contaminated the entirety of Ley Creek¹.

The decision to underfund the Debtors' liability for the remediation of Ley Creek is inconsistent with the underlying purposes of the Trust Fund: "to conduct, manage and/or fund Environmental Actions with respect to the Properties or migration of Hazardous Substances emanating from certain of

¹ A map of the Ley Creek Watershed, Ley Creek, the location of the GM-IFG Syracuse facility, the Route 11 Bridge and Onondaga Lake is attached.

the Properties in accordance with the provisions of this Agreement." (Proposed Environmental Response Trust Agreement, Article 2.3).

Moreover, as to Ley Creek, the proposed Settlement Agreement is in direct contravention of Congressional mandates and the underlying purposes of both the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*

Onondaga County requests that the proposed Settlement Agreement be modified to include funding for the cleanup of the entirety of Ley Creek, Old Ley Creek and any and all GM-related Ley Creek PCB dredge spoil locations.

I. Background

Onondaga County, New York, is a claimant in the *Motors Liquidation Corp., et al., f/k/a General Motors Corp., et al.*, Jointly Administered Case No. 09-50026 (REG) bankruptcy. The County's proof of claim concerns General Motors' liability under the Nation's environmental laws for PCB contamination detected in the Onondaga Lake, Onondaga County, New York National Priorities List, including Ley Creek and the Ley Creek PCB Dredging Site.

For approximately 40 years -- from the 1950s through 1993 -- General Motors Corporation (GM) discharged polychlorinated biphenyls (PCBs) from its Inland Fisher Guide facility ("IFG" or "GM-IFG Syracuse") into Ley Creek. Ley Creek flows generally east to west adjacent to and past the IFG site before discharging into Onondaga Lake approximately four miles downstream.

On August 12, 1985 GM entered into a consent order with NYSDEC (Case #7-0383) to (a) address the on-going discharge to Ley Creek of GM-IFG Syracuse wastewaters contaminated with, among other pollutants, two PCB congeners, Aroclor 1242 and Aroclor 1248; and (b) limit any such future discharges.

Following additional investigation the NYSDEC concluded: "The confirmed presence of these hazardous substances at GM's facility and the proximity of such substances and discharge of PCBs to Ley Creek establishes that the hazardous substance contamination at the GM facility represents a release or threat of release of hazardous substances to the Onondaga Lake NPL Site pursuant to 104 and 107 of CERCLA. GM's facility is a sub-site of the Onondaga Lake NPL site." See "Exhibit A" (NYSDEC Order on Consent, Index # D-7-0001-97-06, September 17, 1997) at paragraph 33A.

Pursuant to a series of subsequent orders entered into with NYSDEC from 1985 through 2001, GM investigated the extent of PCB contamination in what has become known as the "Ley Creek PCB Dredging Site" and executed an interim remedial measure to remove PCB-contaminated soils in the area of a County sewer line. The "Ley Creek PCB Dredging Site" is located on the south side of Ley Creek starting at the approximate eastern boundary of the IFG facility (i.e., Town Line Road) and extending west and downstream for a distance of approximately 4,300 feet or 0.814 miles. The investigation and remediation work was all conducted outside the Creek.

The 1997 NYSDEC Consent Order, which was voluntarily executed by GM, created an obligation on GM to sample Ley Creek surface water and sediment, but only downstream as far as the Route 11 Bridge. While the required scope of GM's initial 1999 Work Plan was limited to that reach of the Creek, the Consent Order established the potential that GM would be required to investigate and respond to conditions beyond the Route 11 Bridge. Specifically, Paragraph 27 of the 1997 NYSDEC Order ("Exhibit A" hereto) stated "any additional investigation found to be necessary . . . should be addressed under this Consent Order in conjunction with the Department's evaluation of the need for potential response action with respect to environmental contamination at the facility." Indeed, it was understood that the investigation would ultimately proceed beyond the Route 11 Bridge.

In December, 2000 the Town of Salina, New York submitted a Remedial Investigation report to NYSDEC for the former Town of Salina Landfill, which is located adjacent to Ley Creek downstream from GM-IFG Syracuse, the "Ley Creek PCB Dredging Site" and the Route 11 Bridge that crosses Ley Creek. The Town Landfill RI Report confirmed the presence of PCB contamination in Ley Creek sediment (Aroclor 1248 and 1260) and PCB contamination in Ley Creek surface waters (Aroclor 1248) downstream of the IFG Facility, the "Ley Creek PCB Dredging Site" and the Route 11 Bridge.

Recent sampling by the United States Environmental Protection Agency of the so-called Lower Ley Creek site (i.e., Ley Creek downstream of the Route 11 Bridge) confirmed the presence of PCBs in Lower Ley Creek and EPA's July 22, 2010 Onondaga Lake NPL Sub-site Evaluation for Lower Ley Creek states: "[T]he majority of the contamination in Lower Ley Creek sediment has come from various sources and/or facilities upstream and on Ley Creek, including the former General Motors Corporation – Inland Fisher Guide Facility." A copy is attached hereto as "Exhibit B". The evaluation does not identify any other alleged source.

Contemporaneous with the above events, the New York State Department of Environmental Conservation listed Old Ley Creek², which is also located downstream of the Route 11 Bridge in the State Registry of Inactive Hazardous Waste Disposal Sites, due to the presence of GM-IFG Syracuse PCB Contamination. GM's refusal to commence an investigation of Old Ley Creek was largely driven by its concern for the magnitude of the site, as defined by NYSDEC, and the detrimental impact on other pending claims. See "Exhibit C" (March 10, 2009 letter from counsel for GM to NYSDEC)

Notwithstanding New York State issued Orders enjoining GM from continuing unpermitted discharges of hazardous substances to Ley Creek and its environs and the 1997 finding that GM-IFG Syracuse was an actual or potential source of PCB contamination detected in Onondaga Lake, GM-IFG Syracuse continues to discharge PCBs to Ley Creek. GM reported that it exceeded its SPDES permit discharge limits for PCB Aroclor 1248 in March, 2007 and December, 2008. See "Exhibit D" (02/07/08 GM letter to NYSDEC). GM also reported that its discharges to Ley Creek exceeded 0.065 ug./l for PCB in February and March, 2008. See "Exhibit D" (04/10/09 GM ltr to NYSDEC). It is worth noting that these exceedances occurred from a location that is no longer operating and has not operated for years, and they strongly suggest GM-IFG Syracuse remains a pervasive source of PCBs to Ley Creek and its environs.

Recognizing the limited data currently available and the absence of a completed feasibility study, conservative preliminary estimates of the potential response cost for the Lower Ley Creek³ site could approximate or exceed fifty million of dollars (\$50,000,000).

By letter dated October 30, 2009, Onondaga County and seven other entities, including GM, were identified as potentially responsible parties with respect to what has been identified as the "Lower Ley Creek" site and asked to fund a Remedial Investigation/Feasibility Study for Lower Ley Creek. Such a request is historically a precursor to a section 106 cleanup order, pursuant to 42 U.S.C. § 9606, to respond to the release or threat of a release that is

² Until the 1970s, "Old Ley Creek" was the original Ley Creek channel immediately downstream of Route 11. It was cut off from the original channel as a result of flood control dredging.

³ While EPA appears to define Lower Ley Creek as the existing main channel of Ley Creek west and downstream of the Route 11 Bridge to the point of discharge into Onondaga Lake, for the purposes of these comments Onondaga County submits Lower Ley Creek should include the existing channel from Route 11 to Onondaga Lake, Old Ley Creek (an historic artifact that documents the historic levels of GM-IFG Syracuse PCB contamination in Ley Creek prior to historic flood control dredging), and any PCB dredge disposal areas located west and downstream of the Route 11 Bridge and/or otherwise not the "Ley Creek PCB Dredging Site" located immediately downstream of GM-IFG Syracuse.

impacting Lower Ley Creek and/or a subsequent government cost recovery action should the government fund a response.

II. The Proposed Consent Decree and Settlement Agreement

The proposed Consent Decree and Settlement Agreement are intended to address and resolve the Debtors' liabilities and obligations for environmental matters under CERCLA, RCRA and analogous state statutes. *See generally*, Notice of Lodging of Proposed Settlement Agreement, October 20, 2010, Exhibit 1 (Environmental Response Trust Consent Decree and Settlement Agreement Among Debtors, The Environmental Response Trust Administrative Trustee, The United States *et al*) ("Settlement Agreement").

Specifically, with respect to the County's objections and comments, the proposed Settlement Agreement would allocate a total of \$33,004,154 to the proposed G.M. Bankruptcy Environmental Trust Fund to address CERCLA and RCRA liability for "GM-IFG Syracuse" and the "Ley Creek PCB Dredging Site", assigned respectively MLC Site ID 1010 and 1110. (*See Settlement Agreement, Attachment A*). That sum is further allocated between Minimum Response Cost, Reserve Response Costs and Post Cleanup Operations and Maintenance Costs, as such terms are defined in the draft agreements. (*See generally Settlement Agreement*).

The GM-IFG Syracuse site is allocated \$31,121,812 of the combined \$33 million. Of that, \$22,573,341 is allocated "for remediation within the IFG Syracuse facility property boundaries and \$8,548,471 [is allocated for] the property extending from the facility property boundaries to the Route 11 Bridge." (*See Settlement Agreement, ¶63*).

While the Settlement Document defines the term "Environmental Action" to encompass remediation, the term "Remediation" is not a defined term; nor is there a breakdown provided for Minimum Response Cost, Reserve Response Costs and Post Cleanup Operations and Maintenance Costs as such terms might apply to that portion of the GM-IFG Site described as "within the IFG Syracuse facility property boundaries" or that portion described as "the property extending from the facility property boundaries to the Route 11 Bridge".

The remaining \$1,882,342 is designated for the Ley Creek PCB Dredging Site, which, as noted earlier, is located upstream of Route 11. Of that, 74% or \$1,393,361 is allocated for Post Cleanup Operations and Maintenance Costs. As the County reads the proposed Settlement Agreement and Trust document, none of those monies would be available for use with respect to any "off-site" contamination (i.e., Lower Ley Creek).

As detailed below the proposed settlement in its current form fails to satisfy the applicable standard for judicial approval of CERCLA settlements.

III. With Respect to GM-IFG Syracuse and Ley Creek and Its Environs, The Proposed Settlement Agreement is Not Fair, It is Not Reasonable and It is Not Faithful to the Objectives of CERCLA and RCRA

Pursuant to 42 U.S.C. § 6973,

"Whenever the United States or the Administrator proposes to covenant not to sue or to forbear from suit or to settle any claim arising under this section, notice, and opportunity for a public meeting in the affected area, and a reasonable opportunity to comment on the proposed settlement prior to its final entry shall be afforded to the public. "

A review of this proposed Consent Decree and Settlement Agreement must determine "if it is fair, reasonable, and faithful to the objectives of CERCLA" and RCRA. *See United States v. General Electric Company*, 460 F. Supp.2d 395, 401 (N.D.N.Y. 2006)(quotations and citations omitted).

A prime objective of CERCLA is "to impose liability on responsible parties." *Id.* The fairness inquiry concerns both procedural and substantive fairness; the reasonableness inquiry addresses both technical considerations and such matters as "whether a settlement that does not fully compensate for costs is nonetheless a cost-effective alternative to litigation that will conserve public and private resources." *Id.*

Onondaga County submits that with respect to GM-IFG Syracuse and Ley Creek⁴ and its environs the proposed Consent Decree and Settlement Agreement is neither fair - procedurally or substantively, reasonable or supportive of one of the prime objectives of RCRA of CERCLA, namely, assuring that the settlement will in fact further an appropriate remediation of the impacted site.

A. The Artificial and Arbitrary Site Boundary

In relevant part, CERCLA defines the term "facility" to mean "any site or area where a hazardous substance has been deposited, stored, disposed of, or

⁴ See footnote 2.

placed or otherwise come to be located". 42 U.S.C. § 9601(9). The evidence here is undisputed that PCBs were released (and continue to be released) into Ley Creek from GM-IFG Syracuse and they are transported the length of Ley Creek to its point of discharge into Onondaga Lake. Thus, by definition, the Site is the entirety of Ley Creek including the current and historic portions located downstream of Route 11.

Despite that undisputed and irrefutable reality, the proposed Settlement Agreement allocates monies to remediate only "the property extending from the facility property boundaries to the Route 11 Bridge."⁵ No monies have been made available to address Lower Ley Creek, which given the response to date at the Ley Creek PCB Dredging Site is today likely the more critical environmental concern. To the contrary, the proposed Settlement Agreement arguably precludes the use of federal settlement funds for Lower Ley Creek while threatening to leave impecunious PRPs liable to fund GM's cleanup.

Ley Creek flows an additional two (plus or minus) miles from the Route 11 Bridge to its point of discharge into Onondaga Lake. Just as the Creek does not stop at the Route 11 Bridge neither did the PCB contamination from GM-IFG Syracuse stop at the Route 11 Bridge. As noted above, sampling results confirm the presence of PCB contamination downstream of the Route 11 Bridge in Ley Creek, Old Ley Creek and in the Ley Creek PCB dredging sites located downstream of the Route 11 Bridge. There is no rational basis to limit the cleanup to that portion of Ley Creek upstream of the Route 11 Bridge.

The decision to fund only a portion of the Ley Creek discharge is in conflict with both (1) the Government's public statements lauding the settlement (i.e., "This settlement holds accountable those responsible for contaminating certain properties and ensures they help transform those communities by supporting the necessary cleanup." Statement of Acting Deputy Attorney General Grindler; Department of Justice Press Release, October 20, 2010) and (2) the stated objective found in the text of the proposed Trust Agreement (i.e., "to conduct, manage and/or fund Environmental Actions with respect to the Properties or migration of Hazardous Substances emanating from certain of the Properties in accordance with the provisions of this Agreement"). (See Proposed Environmental Response Trust Agreement, Article 2.3).

It simply cannot be said that a decision to fund half a cleanup of the off-site GM-IFG Syracuse facility PCB contamination "holds accountable those

⁵ To be frank, Onondaga County cannot decipher from the draft Settlement Agreement what precisely is meant by the ambiguous phrase "the property extending from the facility property boundaries to the Route 11 Bridge." It is not known if monies are, in fact, proposed to be available to address in-Creek PCB contamination upstream of the Route 11 Bridge. That contamination has recently been confirmed and must be included among any Environmental Actions intended for this site.

responsible for contaminat[ion] by ensuring they engage in" the necessary cleanup. The proposed settlement does not even offer to conduct the necessary cleanup of property located downstream of the arbitrary Route 11 cutoff point.

This circumstance is best explained by the Conference Report on the Hazardous and Solid Waste Amendments of 1984, 98 STAT. 3221:

SECTION 207-- CORRECTIVE ACTION BEYOND
FACILITY BOUNDARIES; UNDERGROUND TANKS

***14 HOUSE BILL.--** THE HOUSE BILL DIRECTS THE ADMINISTRATOR TO AMEND THE STANDARDS UNDER SECTION 3004 TO REQUIRE THAT CORRECTIVE ACTION BE TAKEN BEYOND THE FACILITY BOUNDARY WHERE NECESSARY TO PROTECT HUMAN HEALTH AND THE ENVIRONMENT. SUCH REQUIREMENT WOULD NOT BE APPLICABLE WHERE THE OWNER OR OPERATOR OF THE FACILITY CONCERNED DEMONSTRATES TO THE SATISFACTION OF THE ADMINISTRATOR THAT, DESPITE THE BEST EFFORTS OF THE OWNER OR OPERATOR, PERMISSION TO UNDERTAKE SUCH ACTIONS COULD NOT BE OBTAINED.

SENATE AMENDMENT. -- THE SENATE AMENDMENT DOES NOT CONTAIN A SIMILAR PROVISION.

CONFERENCE SUBSTITUTE. -- THE CONFERENCE SUBSTITUTE ADOPTS THE HOUSE PROVISION. THIS PROVISION OVERTURNS A POLICY OF THE ENVIRONMENTAL PROTECTION AGENCY WHICH LIMITED THE SCOPE OF CORRECTIVE ACTION TO THE PROPERTY OF THE POLLUTING FACILITY. SINCE MOST FORMS OF POLLUTION, PARTICULARLY GROUNDWATER CONTAMINATION, DO NOT OBSERVE TERRITORIAL OR PROPERTY BOUNDARIES, SUCH A RESTRICTION HAS NO BASIS IN LOGIC. THE PROVISION THEREFORE REQUIRES EPA TO AMEND THE APPLICATION REGULATION TO ASSURE THAT CORRECTIVE ACTION BEYOND A FACILITY BOUNDARY WILL BE REQUIRED WHERE APPROPRIATE.

H.R. CONF. REP. 98-1133, H.R. Conf. Rep. No. 1133, 98TH Cong., 2nd Sess. 1984, 1984 U.S.C.C.A.N. 5649, 1984 WL 37531 (Leg. Hist.)(emphasis added).

Indeed, the artificial site boundary found in the proposed Settlement Agreement *has no basis in logic* and no support under the law. Thus, the

settlement approach proposed here is the very approach that was explicitly identified and rejected by Congress in its repudiation of a prior Government policy and its 1984 direction to EPA on how it must proceed in the future.

B. The Arbitrary Use of Federal Monies

More troubling to Onondaga County is the reality that while the vast majority of the \$600,000,000 in funding for the Environmental Trust is recycled federal dollars, and the sole beneficiary of the Trust will be the United States, (See Settlement Agreement, ¶38), EPA is concurrently pursuing Onondaga County (and 6 others) as potentially responsible for addressing the Lower Ley Creek GM-IFG PCB contamination in furtherance of a concerted strategy to protect the considerable federal holdings in the Debtors. Insofar as the available information and data identifies the Debtors as the parties that are overwhelmingly, if not 100%, responsible for the PCB related contamination driving the need for a response, the proposed Settlement Agreement leaves significant environmental contamination potentially unaddressed.

When GM and its subsidiaries filed for bankruptcy protection in June of 2009, the federal government provided debtor-in-possession funding to Motors Liquidation Corp (i.e., Old GM), ultimately as much as \$1.75 billion, plus an additional \$19.4 billion to preserve GM's viability as a going concern pending conclusion of this bankruptcy proceeding⁶.

At the same time that one hand of the Government was funding GM, the other hand of the Government, in the name of the United States Environmental Protection Agency, is seeking to hold non-GM parties liable for GM-IFG Syracuse PCB releases.

The EPA has requested that Onondaga County (and the other named PRPs) conduct a more detailed study of the Lower Ley Creek GM-IFG PCB contamination as a precursor to the selection of a Lower Ley Creek remedy. The County fully anticipates that in the future EPA will potentially issue a 106 order to the County (and other PRPs) or ultimately, seek cost recovery for any past or future EPA response costs from the County (and other PRPs).⁷

⁶ The scale of the United States' involvement in managing GM through the bankruptcy proceeding is detailed at Sections II (B) and II(C) of Debtors' proposed Disclosure Statement filed with this Court on or about August 31, 2010.

⁷ Neither Onondaga County nor any of the other PRPs have been found liable for any response costs and the submission of these comments in no way acts as a waiver of any defenses - factual or legal - that the County may have in the face of EPA's allegation that the County is a PRP for this site. It is possible that the County and/or others may be found liable, and it is possible that given the GM bankruptcy and the terms of this proposed Settlement Agreement, the Lower Ley Creek Site will be a true orphan site with no other existing or viable PRPs other than the federal or state governments.

Meanwhile, the proposed Settlement Agreement allocates what is likely only a fraction of the monies that actually will be required to remediate Debtors' legacy of contamination throughout Ley Creek and its environs.

To the extent the proposed Settlement Agreement is intended to promote community economic revitalization and growth and the return of properties to the tax rolls, the result in Onondaga County will be the complete opposite. If the Settlement Agreement is approved in its current form, local citizens and taxpayers may be forced to fund the response costs for years of GM contamination and/or may be compelled to devote significant resources to achieve vindication and/or a fair and equitable apportionment.

Moreover, structuring a settlement that arbitrarily cuts off the sole or primary polluter's liability at an artificial site boundary and thereby creates a likely 95% or more orphan share with respect to Lower Ley Creek is a virtual guarantee of protracted future litigation resulting in the expenditure of limited financial and judicial resources in contravention of the goals of CERCLA. See e.g. *United States v. Grand Rapids*, 166 F. Supp.2d 1213, 1218 (W.D. MI 2000). The County submits that, with respect to GM-IFG Syracuse, this proposed settlement is not a cost-effective alternative to the likely litigation between and among primarily units of government regarding the allocation of the Government-induced GM orphan share of response cost likely totaling tens of millions of dollars.

In *United States v. SEPTA*, 235 F.3d 817 (3d Cir. 2000) the Third Circuit noted that: "A court should approve a consent decree if it is fair, reasonable, and consistent with CERCLA's goals." SEPTA, 235 F.3d at 823. The element of: "fairness requires that settlement negotiations take place at arm's length. A court should look to the negotiation process and attempt to gauge its candor, openness and bargaining balance." *Accord In re: Tutu Water Wells CERCLA Litigation*, 326 F.3d 201, 207 (3d Cir. 2003). A proposed settlement negotiated by a lender controlled Debtor that by its expressed terms is intended to solely benefit the lender, that has as a potential purpose and/or impact of shifting remedial costs to entities such as the County who have been named as potentially responsible parties without fully assessing the adequacy of the settlement in achieving CERCLA's remedial objectives, fails to meet the well recognized fairness standard for judicial approval. *United States v. Cannons Eng'g Corp.*, 899 F.2d. 79, 84 (1st Cir.1990).

IV. Additional Comments

- The GM-IFG Site as described in ¶63 of the Settlement Agreement includes both the area "within the IFG Syracuse facility property boundaries" and "the property extending from the facility property boundaries to the Route 11 Bridge". The phrase "the property extending

from the facility property boundaries to the Route 11 Bridge" is at best ambiguous. It must be defined more precisely and the scope of the work intended to be funded by the Trust should be described. To the extent that work does not include both in and out of Creek response actions, the scope should be amended to include all such required activities and if necessary, the cost estimate and Trust funding should be modified accordingly.

- Paragraph 94 of the Settlement Agreement concerning Covenants Not to Sue proposes that the covenants relate to potential claims or causes of action against the Environmental Trust "under CERCLA, RCRA, and State environmental statutes, as well as any other environmental liabilities asserted in the Government Proofs of Claim." The phrasing of the covenant is at best ambiguous and suggests an agreement not to pursue claims or causes of action that may arise after the Trust is funded (e.g., current or future on-going permit violations). The language should be amended to narrow the scope of the proposed covenants such that future enforcement of post-funding environmental violations is not precluded.
- Paragraph 99 of the Settlement Agreement sets forth the Debtors and the Trusts' proposed covenant not to sue the United States or states for potential CERCLA or RCRA claims. Given that proposed covenant, what steps were taken and to what extent was any allocation of United States or state liabilities used to derive the funding proposed to be provided to the Trust for any individual site?
- Paragraph 100 (ii) of the Settlement Agreement carves out an exception to the Covenants Not to Sue for Lower Ley Creek that is defined as "the entire portion of Ley Creek which is downstream from the Route 11 Bridge." That phrasing is much too ambiguous and uncertain. It should be modified to read as follows: "the existing channel from Route 11 to Onondaga Lake, Old Ley Creek and any PCB dredge disposal areas located west and downstream of the Route 11 Bridge and/or otherwise not the "Ley Creek PCB Dredging Site" located immediately downstream of GM-IFG Syracuse.
- Paragraph 100 (iv) of the Settlement Agreement carves out an exception to the Covenants Not to Sue for future acts that create liability but creates an exception to the carve out for "continuing releases related to the Debtor's conduct prior to the Effective Date." The exception to the exception should not apply to on-going permit violations whether or not they can in any way be related back to pre-Effective Date conduct. In this case, the latest publicly available information indicates on-going PCB

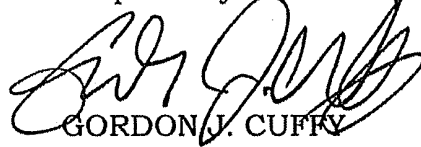
discharges in violation of applicable SPDES permit limits; that conduct should not be exempted.

- Paragraphs 100 and/or 105 of the settlement Agreement should confirm that "covered matters" does not include violations of the Clean Water Act or any state analogs to the Clean Water Act.

IV. Request for a Public Hearing

Given the decision to artificially limit funding to areas at or upstream of the Route 11 Bridge, pursuant to section 7003 of RCRA, 42 U.S. C. 6973(d), Onondaga County requests that the Department of Justice hold a public meeting and receive public comments in Onondaga County, New York prior to any decision to finalize the proposed Consent Decree and Settlement Agreement.

Respectfully submitted,

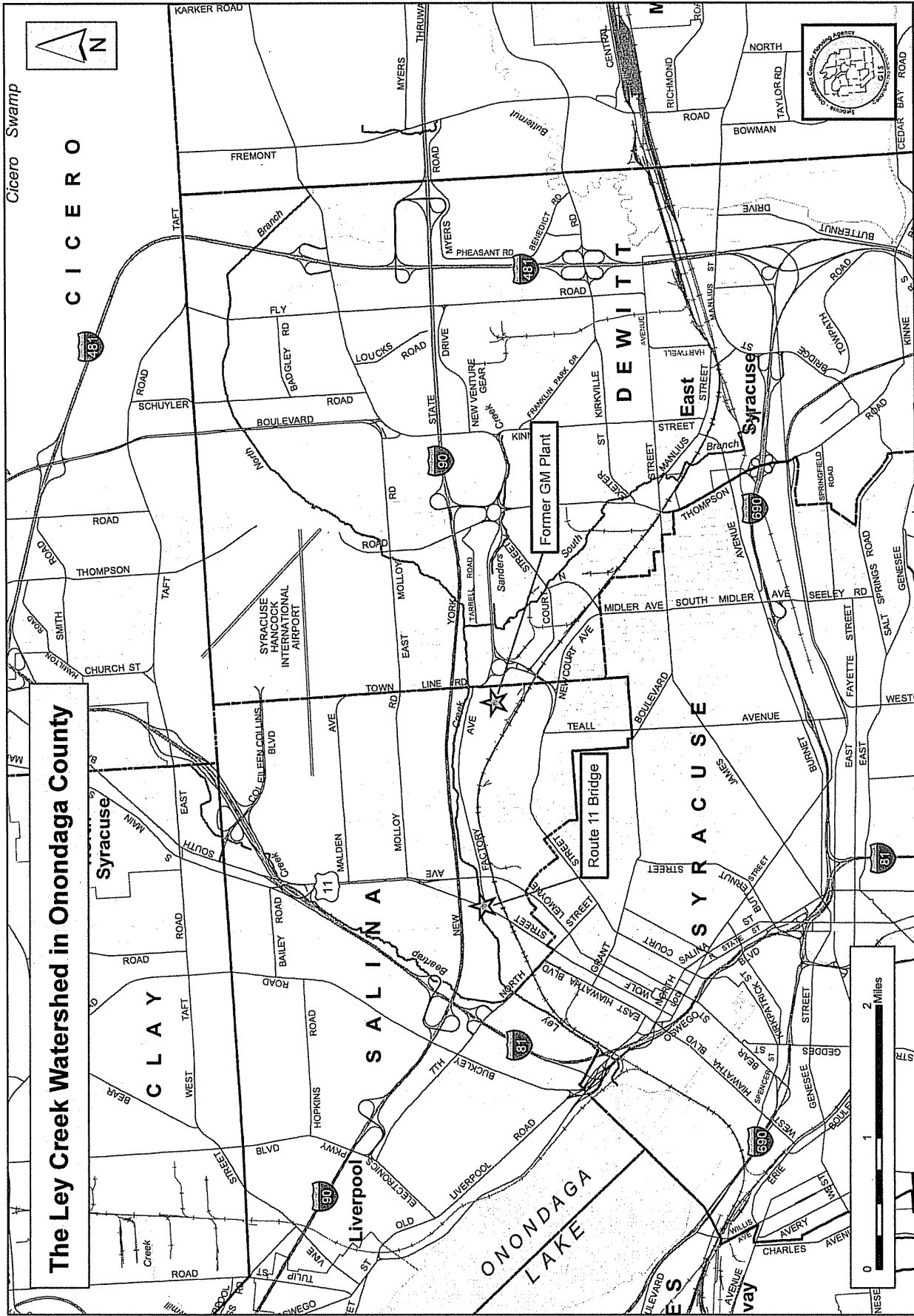


GORDON J. CUFFEY
County Attorney

GJC/nlm
Enclosures

cc: Joanne M. Mahoney, Onondaga County Executive
Matthew J. Millea, Deputy Onondaga County Executive
Patricia M. Pastella, P.E., Commissioner Onondaga County
Dept. of Water Environment Protection
Luis A. Mendez, Senior Deputy County Attorney
David Coburn, Director, Onondaga County Office of the Environment
Kevin C. Murphy, Esq.

EXHIBIT A



The Ley Creek Watershed in Onondaga County

From: [Craig Arquette](#)
To: [ENRD_PUBCOMMENT-EES \(ENRD\)](#)
Subject: motors liquidation corp., et al., d.j. ref. 90-11-3-09754
Date: Wednesday, December 08, 2010 3:16:26 PM

We understand that the public comment period has been extended to December 15th, 2010. Below are the comments submitted to the St. Regis Mohawk Tribe during the public meeting regarding the above referenced subject.

1. What happens if the Tribe does not sign?
2. If the Tribe signs it, is the Tribe or community members prevented from suing?
3. Who do we sue down the road for health impacts?

If you need to contact me I can be reached at:

Craig Arquette
St. Regis Mohawk Tribe
Environment Division
412 State Route 37
Akwesasne, NY 13655
Phone: 518-358-5937 ext. 120
Fax: 518-358-6252
e-mail: craig.arquette@smt-nsn.gov



Joanne M. Mahoney
County Executive

County of Onondaga
Office of the County Executive

John H. Mulroy Civic Center, 14th Floor
421 Montgomery Street, Syracuse, New York 13202
Phone: 315.435.3516 Fax: 315.435.8582

William P. Fisher
Deputy County Executive

ongov.net

**TESTIMONY OF
MATTHEW J. MILLEA
DEPUTY COUNTY EXECUTIVE FOR PHYSICAL SERVICES
ON THE PROPOSED ENVIRONMENTAL RESPONSE TRUST SETTLEMENT
IN THE MOTORS LIQUIDATION COMPANY (AKA OLD GM)
BANKRUPTCY PROCEEDING**

December 15, 2010

Good evening. My name is Matthew Millea, Deputy Onondaga County Executive for Physical Services.

Please allow me first to welcome you to Syracuse and Onondaga County and thank you for agreeing to hold this public hearing.

On November 23, 2010 Onondaga County submitted 12 pages of comments plus exhibits to the United States Department of Justice concerning the proposed Environmental Response Trust Consent Decree and Settlement Agreement in the General Motors Corp Bankruptcy Matter.

My comments this evening are intended to supplement and expand upon the County's written submissions.

Onondaga County requested this hearing so the County, local elected officials, the local community and Central New York taxpayers might better understand what the proposed Environmental Trust will and will not accomplish and the resulting impact on Ley Creek, Onondaga Lake, Onondaga County and the taxpayers of Onondaga County.

Simply stated, for 40 years – from the 1950s through 1993 – General Motors discharged polychlorinated biphenyls (PCBs) from its Inland Fisher Guide facility (IFG) into Ley Creek. In fact, the latest publicly available records indicate IFG continues to discharge PCBs to Ley Creek. The Creek flows past the IFG site before discharging into Onondaga Lake approximately 4 miles downstream.

PCBs have been detected the length of Ley Creek and in Onondaga Lake. PCBs also have been detected in Old Ley Creek and in dredge spoils from Ley Creek.

It is generally known by all in Central New York, and by the EPA and the State of New York, that GM was the primary, if not sole, contributor of PCBs to Ley Creek and that GM PCBs were ultimately transported to Onondaga Lake. The State of New York stated as much as early as 1989. With the knowledge of the Department of Justice, in 2008, EPA demanded GM reimburse the federal government and the State of New York for Onondaga Lake response costs and in 2009, requested that GM undertake a remedial investigation and feasibility study of Lower Ley Creek.

Given the magnitude of GM's role in contaminating Ley Creek and its environs the County has constantly been concerned about the potential impact of the GM bankruptcy on Onondaga County. The County was pleased to learn of the plan to set aside funds from the bankruptcy proceedings to address GM's environmental legacy.

The County was confident that its concerns would be addressed when it was learned that a proposed Consent Decree would provide funds for the GM/IFG facility in New York and that funds would be available to address "the migration of Hazardous Substances emanating from certain of the Properties".

When the details of the trust were made public in late October, we were disappointed to learn that any monies that might be made available for Ley Creek would only address contamination downstream to the Route 11 Bridge or approximately half the distance the Creek flows from the GM/IFG facility to Onondaga Lake.

Our distress grew when we understood that no monies would be available for Old Ley Creek or PCB-contaminated dredge spoils removed from the Creek and located downstream of Route 11.

In our view, there is no discernable legal or factual basis for the arbitrary Route 11 boundary. Thus, we are forced to ask: "How is it that this proposed settlement is fair and reasonable to Onondaga County?"

And, moreover, "How is it that the proposed settlement is faithful to the objectives of the Superfund law, the federal hazardous waste law and the Government's public statements that this Agreement holds accountable those responsible for pollution?"

Furthermore, the EPA website that summarizes the proposed settlement explains that 29 of the 89 designated sites are not scheduled to receive funds but if conditions change, they will be eligible to receive monies from the Cushion Funding Account. Thus, Lower Ley Creek, which is known to require some form of response action, has been afforded less priority and lower consideration than 29 sites at which no current remediation is planned.

The County recognizes that the settlement agreement excludes Lower Ley Creek and the bed of Onondaga Lake from the Government's covenant not to sue. While on its face this does provide a venue for the United States to pursue a claim for contribution, we understand that claim would be pursued against the Debtor and not the Trust. If the County is correct in its understanding does the United States intend to pursue such claims against the debtor? And if so, what meaningful resources would there be to satisfy any such claim, either by the United States or Onondaga County?

Adding to our concerns over this matter are USEPA's repeated statements that the cleanup of Lower Ley Creek must be addressed within the next year so as not to delay the cleanup of Onondaga Lake. The County and others have repeatedly questioned EPA on this issue and implored officials from DOJ and EPA that Lower Ley Creek be addressed in the GM bankruptcy.

Again, documents released with the announcement of the proposed Consent Decree state that an extensive and exhaustive review of environmental conditions was done before the terms of the proposed Consent Decree were agreed to and announced publicly. Onondaga County is forced to ask:

"Exactly what was done to review this site and GM's contamination of Ley Creek?" and

"What about that review caused the seemingly arbitrary cutoff at the Route 11 Bridge?"

Given that EPA requested that GM, Onondaga County and the Town of Salina and five industrial PRPs conduct a Remedial Investigation and Feasibility Study of Lower Ley Creek, and EPA's proposed expedited work schedule, it is only reasonable for Onondaga County to assume that EPA also will ask or direct Onondaga County to conduct any cleanup of Lower Ley Creek and its environs or that EPA will seek reimbursement from the County for any monies EPA itself might spend.

Is that the Government's plan of action here? Or can you assure Onondaga County and its taxpayers that it will not be forced to pay for the cleanup of GM's environmental legacy?

While the County and Town struggle to balance budgets and provide necessary services, any unfunded mandate is a significant burden on tax payers. Onondaga County was further disheartened to learn that GM declined to execute a proposed State of New York Order on Consent intended to address the PCB contamination of Old Ley Creek.

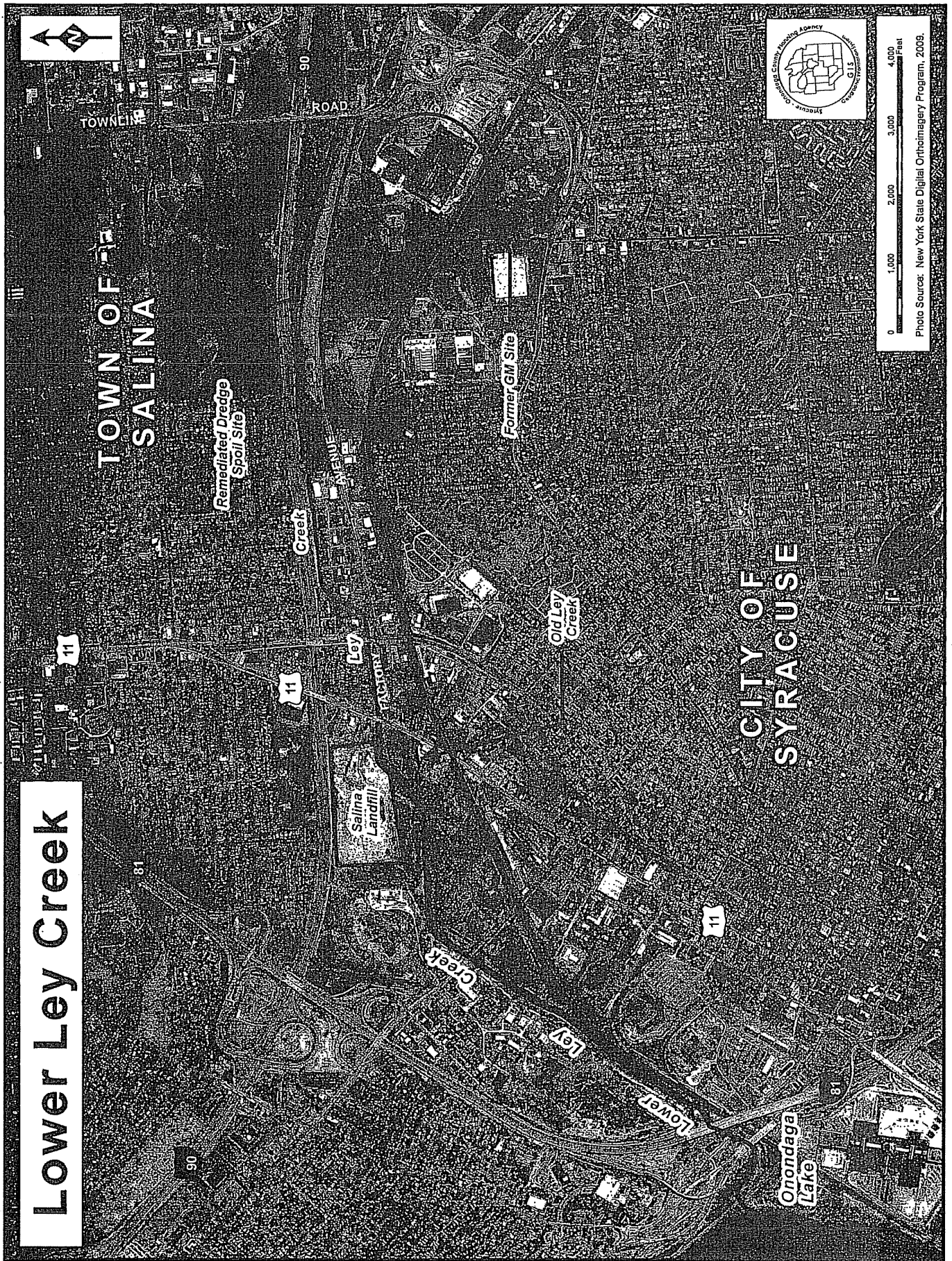
External experts have informed the County the potential cost for the remediation of Lower Ley Creek and its environs could approach or exceed \$50 million. While any dollars that must be used to address Ley Creek would be a burden on the County, even a fraction of that estimated cost would be staggering on the County and its taxpayers.

In the press release announcing the Consent Decree, the Department of Justice proclaimed the proposed Agreement was evidence that the federal government could work with states and tribes to address the environmental legacy of Old GM. While the County believes that statement is generally true, unfortunately it is not true with respect to Lower Ley Creek or Onondaga Lake, a site of historic spiritual significance to the Haudenosaunee peoples.

Given the above, Onondaga County requests that the proposed Consent Decree be modified and that it provide funds for the entirety of GM's PCB legacy including the cleanup of Lower Ley Creek, Old Ley Creek and any PCB-contaminated dredge spoils located downstream of Route 11.

Thank you.

Lower Ley Creek



December 15, 2010

United States Environmental Protection Agency
Region 2
290 Broadway
New York, NY 10007-1866

RE: Comments on Proposed Settlement with GM regarding the Ley Creek Superfund Site

To Whom It May Concern:

GM needs to clean up ALL of Ley Creek, and whatever damage has arisen from it. The watershed depends on every part being clean, healthy, and properly maintained, just as a car cannot have just its outer frame to run as a cohesive entity. Please see the bigger picture, GM.

Thank you

Sincerely yours,

Karen Kucharski

16 Standish Drive
Apalachin, New York 13732
MFA, Syracuse University



WILLIAM B. MAGNARELLI
Assemblyman 120th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
Veterans' Affairs
COMMITTEES
Economic Development, Job Creation,
Commerce and Industry
Education
Health
Oversight, Analysis and Investigation
Steering

December 15, 2010

Ignacia S. Moreno, Assistant Attorney General
Environmental and Natural Resources Division
P. O. 7611
U. S. Department of Justice
Washington, D. C. 20044-7611

Re: *In re Motors Liquidation Corp., et al.*, D. J. Ref. 90-11-3-09754

Dear Assistant Attorney General Moreno:

In accordance with the Department of Justice' recent Public Meeting announcement, this letter is hereby submitted for inclusion as a public comment on the above referenced matter. As your announcement notes, while the public comment period closed on November 27, 2010, the "Department will accept public comments on the proposed Settlement at the public meeting." The letter also has been mailed to you and those copied below.

I have read and am in substantial agreement with the comments submitted by the County of Onondaga on November 24, 2010. Writing as an Assemblymember who has legal training, I commend the County for its well argued plea on the merits and facts, and a compelling call for "justice as fairness". There can be little doubt that the proposed settlement favors the party with superior advantage (GM), and tacitly marks those of lesser advantage (the taxpayers of my Assembly District and Onondaga County) with the responsibility for remedying, if you will, a mess not of their making.

I understand and am somewhat sympathetic to the vagaries of the manufacturing market place, and even of the shortsighted decision making of GM's management and R&D principals. Many Onondaga County residents will recall their shock at the closure of GM Inland Fisher Guide, and their Massena facility. In my opinion, that is enough of a legacy without GM being allowed, under cover of bankruptcy and enabled by immense taxpayer support, to abrogate its clear responsibilities under CERCLA and RCRA. This region has supported GM quite enough as former GM workers, and as taxpayers underwriting the automotive 'bailout', and CERCLA and RCRA were never intended as shields.

(Continued)

DISTRICT OFFICE: State Office Building, 333 East Washington Street, Room 840, Syracuse, New York 13202 • 315-428-9651 • FAX: 315-428-1279
ALBANY OFFICE: Room 841, Legislative Office Building, Albany, New York 12248 • 518-455-4826 • FAX: 518-455-5498
magnarw@assembly.state.ny.us



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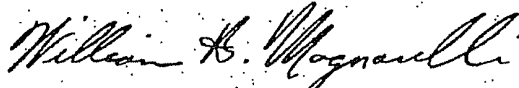
Page Two

I would hope that the Department and the Environmental Protection Agency, in the context of a negotiated *national* settlement, will not lose sight of the *local* interests which in this instance are represented not only by several valued local employers, but especially by the County of Onondaga and the Town of Salina. The settlement, as proposed leaves such entities in fiscal jeopardy, and at a time of economic crisis. In particular, to link Salina and this county to the known purveyor of PCB contamination relies on linkages that, however legitimized under a broad reading of CERCLA and RCRA, are at best tenuous when they are not entirely absurd.

As is well known to the Department of Justice and the EPA, Onondaga County has made great and even heroic strides towards Onondaga Lake wastewater treatment remediation, and in partnership with Honeywell and others, is addressing many of the issues created by industrial residuals. These efforts have been made possible by Federal, State, and local resources, and of course commitments from various successor companies. All of these resources are precious, and all of these sources are stressed. The current proposed settlement, at least in my opinion, creates the specter of an everlasting open-ended project, wherein government may always feel free to require 'just one more thing'.

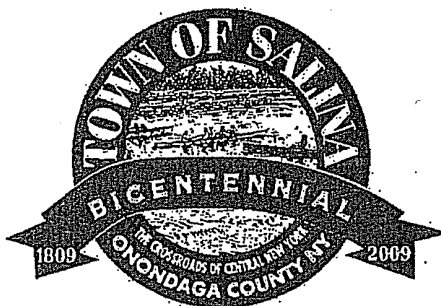
I respectfully request favorable consideration of an amended settlement agreement that does not leave Onondaga County taxpayers liable for what is clearly and completely a corporate environmental responsibility.

Very truly yours,



William B. Magnarelli
Member, NYS Assembly
120th District

CC: Honorable Charles Schumer
Honorable Kirsten Gillibrand
Joanne M. Mahoney, Onondaga County Executive
Lisa Jackson, Administrator, USEPA
Kenneth P. Lynch, Regional Director, NYSDEC Region 7



Town of Salina
OFFICE OF THE TOWN SUPERVISOR

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Mark A. Nicotra
Town Supervisor
Lesley Dublin
Secretary to the Supervisor

Colleen Gunnip
Deputy Town Supervisor

December 15, 2010

Via U.S. Mail and Hand Submission at 12/15/10 Public Meeting

United States Department of Justice
c/o Ignacia S. Moreno, Assistant Attorney General
Environmental and Natural Resources Division
P.O. Box 7611
U.S. Department of Justice
Washington, DC 20044-7611

*Re: In re: Motors Liquidation Corp., et al. D.J. Ref. 90-11-3-09754
Town of Salina, New York Comments on Proposed Environmental
Response Trust Consent Decree and Settlement Agreement*

To the U.S. Department of Justice:

The Town of Salina (the "Town") requests that specific revisions be made to the proposed Environmental Response Trust Consent Decree and Settlement Agreement (the "Settlement Agreement") which seeks to create the Motors Liquidated Company ("Old GM") Bankruptcy Environmental Trust Fund. In addition to the comments provided herein, the Town supports and incorporates those comments submitted to the U. S. Department of Justice by the County of Onondaga (the "County") in its November 24, 2010 correspondence.

The Town objects to the arbitrary limitations the United States has placed on the proposed distribution of the approximately \$641 million comprising the Environmental Trust Fund.¹ In particular, the Town opposes the Settlement Agreement's ban on the use of trust monies to address the "downstream" liabilities associated with Old GM's Inland Fisher Guide facility (the "IFG Site") and, in particular, the disposal and discharge of hazardous wastes generated by Old GM within the lower portions of Ley Creek; Onondaga Lake; and the former Town of Salina Landfill Site (the "Landfill Site").

In support of its trust fund scheme, the Settlement Agreement artificially and arbitrarily divides the lower portion of Ley Creek from that portion of Ley Creek located

¹ The Town further objects to the nature of the notice the U.S. Department of Justice ("DOJ") has given with respect to both the Settlement Agreement and the December 15th public hearing. We submit that the notice given for the Settlement Agreement violates both applicable U.S. Bankruptcy Court procedures and 42 U.S.C. § 6973. The Town further finds the one-week notice of the public hearing unacceptable, and apparently designed to avoid meaningful public input.

upstream of the Route 11 Bridge, irrespective of the voluminous technical data collected by the U.S. Environmental Protection Agency ("USEPA") and the New York State Department of Environmental Conservation ("NYSDEC") proving that Old GM's operations at the IFG Site have resulted in decades of PCB releases into the entirety of Ley Creek and the remaining Onondaga Lake system. The Town further objects to the arbitrary and capricious decision made by the United States to exclude from compensation under the Settlement Agreement Old GM's liability to the Landfill Site, notwithstanding that such liability is a direct cause of Old GM's historical operations at the IFG Site. The hazardous waste disposal practices conducted at the IFG Site resulted in the disposal of hundreds of tons of PCBs and PCB-related waste at the Landfill Site, which is currently being remediated by the Town pursuant to a Record of Decision issued by USEPA and NYSDEC in March 2007.

The Settlement Agreement is clearly in violation of CERCLA's mandate that a consent decree be fair, reasonable, and consistent with its statutory goals. If left unmodified, the Settlement Agreement will result in the taxpayers of the Town, County and State of New York solely bearing the financial burden of addressing the decades of contamination Old GM and its IFG Site have caused. There is no justification for the exclusion of Lower Ley Creek sub-site and/or the Landfill Site from compensation under the Settlement Agreement, since these liabilities are inextricably linked to the IFG Site. What is particularly offensive and arbitrary is how the United States on one hand has purposefully excluded these IFG Site-related liabilities from compensation, while at the same time pursuing enforcement actions against the Town and other non-GM parties for the cleanup (and cost recovery) associated with these same liabilities.

The Town therefore requests that the proposed Settlement Agreement be modified to include not only funding for the cleanup of the entirety of Ley Creek, but also for the liability Old GM faces as a generator and arranger for disposal of IFG Site-related hazardous waste at the Landfill Site pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.* A decision by the United States to deny the modifications requested by both the Town and the County will result in our taxpayers solely bearing the cost of these Old GM liabilities, with the United States (through its debtor-in-possession financing of Old GM) benefitting from the expenditure of trust monies and the concomitant redevelopment of these now, federally-controlled assets.

The County of Onondaga in its November 24th, 2010 letter to DOJ has provided numerous comments on the proposed Settlement Agreement in light of Old GM's liability to the Lower Ley Creek sub-site and the Onondaga Lake NPL Site. The Town submits the following supplemental comments with respect to the Lower Ley Creek sub-site, as well as Old GM's liability as a potentially responsible party ("PRP") pursuant to CERCLA for the Landfill Site.

Lower Ley Creek

A voluminous amount of technical data has been collected by NYSDEC and USEPA which demonstrates that the discharge of PCBs and PCB-related wastes from the IFG Site has impacted the entirety of Ley Creek. A number of the reports containing this technical data were already provided to your office by the County.

As part of its remedial investigation of the Landfill Site, the Town, at the request of NYSDEC, also collected surface water samples along Ley Creek. Samples were collected just east of the Route 11 Bridge and at various locations extending downstream to the confluence of Beartrap Creek and Ley Creek. Shallow (0 to 6 inches below the sediment/water interface) and deeper (6 to 12 inches below the interface) sediment samples were also collected at the same surface water sample locations.

The results showed that both water and sediment samples contained PCBs (Aroclor 1248) above the applicable sediment screening criteria. More importantly, the sediment samples collected upstream of the Landfill Site contained higher concentrations of PCBs than downstream samples, indicating that the upper portions of Ley Creek (above the Route 11 bridge) were the source of PCB contamination in Lower Ley Creek. A Remedial Investigation/Feasibility Study was further performed by Old GM wherein PCBs were detected in the dredge spoils at concentrations up to 466 mg/kg. The results of this study linked the presence of PCBs along the entire length of Ley Creek to the historical discharges of PCBs from the IFG Site.

Pursuant to Section 104(e) of CERCLA, NYSDEC prepared in June, 1996 a Site Summary Report for the IFG Site as part of its sub-site status determination. A copy of that report is attached hereto as Exhibit "A." After completing its investigation, NYSDEC and USEPA concluded that the IFG Site contributed to the presence of PCBs within the entirety of Ley Creek due to dredging activities conducted along certain creek bed areas. Soils, groundwater, industrial wastewater, and stormwater were all confirmed as containing PCBs and other hazardous substances. The report further states that "[f]rom 1954 until 1963, process wastewater [from the IFG Site] discharged directly to Ley Creek presumably with little or no treatment." NYSDEC thus concluded that, due to the presence of PCBs and other hazardous substances at the IFG Site, it represented "a release and a continued threat of release [of hazardous substances] to the Onondaga Lake System."

These PCB findings were further supported by recent sampling collected by USEPA in 2010 along the lower portions of Ley Creek. As stated in the July 22, 2010 Onondaga Lake NPL Sub-site Evaluation for Lower Ley Creek, USEPA acknowledges that "the majority of the contamination in Lower Ley Creek sediment has come from various sources and/or facilities upstream and on Ley Creek, including the former General Motors Corporation – Inland Fisher Guide Facility." As also noted by the

County in its November 24th comment letter, USEPA's evaluation does not identify any other alleged sources of PCB contamination in the Lower Ley Creek. This is further acknowledged by USEPA in its October 30, 2009 correspondence notifying Old GM that it is a PRP to the Lower Ley Creek sub-site pursuant to CERCLA.

The technical analyses discussed above, as well as the data noted in the County's November 24th letter, clearly demonstrate that there is no legitimate basis to divide the upper portion of Ley Creek from its lower portion when determining Old GM's environmental liability. To the contrary, the division set forth in the Settlement Agreement is a merely fictional; one created to arbitrarily cut off Old GM's liability, while ensuring both an overwhelming "orphan share" of liability and protracted future litigation between DOJ and the remaining PRPs.

The Former Town of Salina Landfill Site

In addition to its liabilities to the Lower Ley Creek sub-site and Onondaga Lake NPL Site, historical operations at the IFG Site have resulted in Old GM becoming a PRP for the cleanup of the Landfill Site. The Landfill Site, approximately 55 acres in size, has been designated a Class 2 Inactive Hazardous Waste Disposal Site by NYSDEC. The Landfill Site primarily accepted municipal waste, but also accepted commercial and industrial wastes from the IFG Site. Following 1994, when USEPA listed the Onondaga Lake Site on the National Priorities List, USEPA and NYSDEC also notified the Town that the Landfill Site was being listed as a sub-site. An extensive investigation was subsequently completed at the Landfill Site, which culminated in USEPA and NYSDEC issuing a Record of Decision in March, 2007 wherein a remedial remedy was selected.

Old GM conducted various manufacturing processes at the IFG Site including plating; buffing; forming and finishing metal automobile parts; junction moldings; painting; and assembling plastic body and trim components for automobiles. The evidence collected by NYSDEC shows that Old GM's disposal practices at the IFG Site resulted in the presence of PCBs and other hazardous substances and wastes at the Landfill Site. Attached hereto as Exhibit "B" is a copy of the Preliminary Site Assessment Report prepared for the Landfill Site by NYSDEC, dated July, 1992, which includes a portion of a July, 1985 Industrial Chemical Survey and Hazardous Waste Generator questionnaire prepared by Old GM confirming the hazardous waste disposal practices at the IFG Site which resulted in the presence of hazardous wastes at the Landfill Site.

According to USEPA and NYSDEC, between 1962 and 1973, Old GM disposed PCBs and PCB-related hazardous wastes at the Landfill Site. Documented releases included approximately 640 tons of paint sludge; 22 tons of waste paint thinner and paint reducer; unknown quantities of boiler ash and buffing sludge; and approximately 30 pounds of unadulterated PCBs. Old GM further acknowledged that Leaseway Haulers,

Inc., AT&T Haulers, and Mattheison Trash Service regularly hauled waste from the IFG Site to the Landfill Site. PCBs (including Aroclor 1248) known to be present at the IFG Site, have also been detected in various media associated with the Landfill Site. This undeniable connection between the Aroclor 1248 PCBs generated at the IFG Site, and those present in the soils and groundwater at the Landfill Site, confirms that Old GM's historical waste practices at the IFG Site directly resulted in the disposal of PCBs and PCB wastes at the Landfill Site, thus supporting a finding that Old GM is a PRP with respect to the Landfill Site pursuant to Section 107(a)(3), 42 U.S.C. § 9607(a)(3) of CERCLA. There is no dispute that Old GM is a party, who by contract, agreement or otherwise, arranged for the disposal of hazardous substances at the Landfill Site. A party qualifies as a PRP on an arranger basis under CERCLA when it "takes intentional steps to dispose of a hazardous substance." See *Burlington Northern and Santa Fe Railroad Company v. United States*, 129 Sup.Ct. 1870, 1879 (2009).

The main consideration for Old GM's PRP liability is the acknowledgement that, but for the presence of PCBs and other hazardous substances generated and disposed of by Old GM, the cleanup of the Landfill Site would have been completed as a 6 N.Y.C.R.R. Part 360 municipal solid waste closure, as opposed to a Class 2 Inactive Hazardous Waste Site pursuant to 6 N.Y.C.R.R. Part 375. Because Old GM's disposal of PCBs and PCB-related waste resulted in a Class 2 listing of the Landfill Site, the associated cleanup costs are significantly higher, requiring that Old GM's allocated share of cleanup costs reflect this outcome. The Town therefore projects that Old GM's disposal of PCB-related wastes resulted in a 56% incremental increase in the total cost to be incurred in remediating the Landfill Site.

Based on its recent bid award for phase one of the cleanup, the Town has calculated that the total present worth cost of remediating the Landfill Site is \$29,592,701. Old GM's estimated allocated share of these costs is, at a minimum, \$19,201,701, representing the incremental costs associated with remediating the Landfill Site as a Class 2 Inactive Hazardous Waste Site due to GM's disposal of PCBs and other hazardous substances. The Settlement Agreement, in its current form, however, bars the Town from recovering any portion of this cost from Old GM despite the source of its liability being directly (and unequivocally) linked to the IFG Site. The Settlement Agreement thus fails to satisfy the applicable standard for judicial approval of CERCLA settlements, and violates that statute's objective that consent decrees, wherein the United States provides covenants not to sue, be fair, reasonable and consistent with CERCLA's goals of cleaning up contaminated sites.

What is particularly troubling about the United States' decision to bar the Lower Ley Creek sub-site and Landfill Site from compensation is its self-creation of "orphan shares," which will ultimately jeopardize the future cost recovery efforts by USEPA, NYSDEC and the Town relating to these sub-sites, as well as the Onondaga Lake NPL

Site. By agreeing to the Settlement Agreement, the United States has essentially undermined its ability to seek the recovery of millions of dollars from non-Old GM parties who also bear liabilities to these contaminated sites.

Miscellaneous Comments

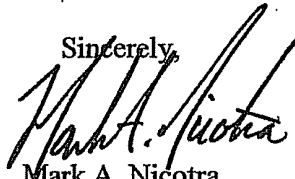
In addition to the comments provided by the County on pages 10-12 of its November 24th correspondence, the Town requests that DOJ further consider the following revisions to the proposed Settlement Agreement:

1. The term "any general unsecured claim" in paragraph 100 (ii) of the Settlement Agreement should be replaced with the term "any claims." This revision ensures the broadest reservation of rights by the United States since some of the environmental claims are still ongoing and not necessarily reflected in the proof of claims filed, to date, in the Old GM bankruptcy proceeding.
2. The phrase "other than claims or causes of action for migration of Hazardous Substances emanating from a Property" in paragraph 100 (ii) must be deleted since it is inconsistent with the Settlement Agreement's reservation of rights with respect to the Lower Ley Creek and Lake Bottom sub-sites. The basis of the claims preserved in paragraph 100(ii) is that PCBs and other hazardous substances have actually migrated from the IFG Site and contaminated those sub-sites.
3. The second sentence on page 60 of the Settlement Agreement (with paragraph 100) must be revised so that the Settlement Agreement is also without prejudice as to any liability of Debtor's successors, assigns, officers, directors, employees, and trustees pursuant to Section 113(f) of CERCLA. The Town further objects to the Settlement Agreement's ban on future acts creating liability under CERCLA, RCRA and/or state law if based on continuing releases related to conduct prior to the Effective Date of the Settlement Agreement.
4. Consistent with comment 2 above, paragraph 105 of the Settlement Agreement must be revised by deleting the phrase "including releases of Hazardous Substances from any portion of the Properties, and all areas affected by migration of such substances emanating from the Properties..." since it undermines the reservation of rights preserved in Article VIII of the Settlement Agreement as to the Lower Ley Creek, Lake Bottom and Salina Landfill Sub-sites.

Conclusion

The arbitrary limitations that have been placed on the distribution of the Settlement Agreement's trust monies will result in a significant financial burden being placed squarely on the Town, notwithstanding the fact that Old GM's IFG Site is solely or primarily responsible for the contamination existing at the Lower Ley Creek sub-site and the Landfill Site. The environmental data collected by USEPA and NYSDEC proves there is no legitimate basis to exclude these Old GM liabilities from compensation under the Environmental Trust Fund. To do so, will not only undermine the future efforts of the United States to address these environmental concerns, but unjustly place the burden of these liabilities solely on the shoulders of Town and County residents.

Sincerely,



Mark A. Nicotra
Supervisor
Town of Salina

Attachments

cc: Town of Salina Town Board Members
Natalie N. Kuehler, Assistant U.S. Attorney
Maureen Leary, NYS Assistant Attorney General
Joanne M. Mahoney, Onondaga County Executive
Frank C. Pavia, Esq.
Robert D. Ventre, Esq.
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HEALTH

LOCAL GOVERNMENT

RULES

TRANSPORTATION

December 14, 2010

Ignacia S. Moreno, Assistant Attorney General
Environment and Natural Resources Division
P.O. Box 7611
U. S. Department of Justice
Washington, D.C. 20044-7611

Re: Public Comment for hearing regarding the proposed General Motors Environmental Trust

Dear Ms. Moreno,

I am writing to urge the Department of Justice to amend the proposed settlement between General Motors and several sites across the nation, including the former GM Inland Fisher Guide plant and Ley Creek.

If the settlement is accepted in its current form, Onondaga County and the Town of Salina, and the taxpayers who live there, could be held financially liable for parts of the environmental cleanup, potentially totaling more than \$20 million, causing a devastating effect on the local tax burden.

This is an unacceptable assessment, the basis for which is the County's participation in a dredging project in Ley Creek in 1970—before it had any knowledge of the pollution caused by General Motors.

If this trust is approved without alteration, Onondaga County, the Town of Salina and the hundreds of thousands of taxpayers who live therein will be forced to pay for actions that occurred without their knowledge by a private company and beyond their control.

Therefore, I urge you to amend the settlement to expand General Motors fiscal responsibility for environmental cleanup of the entire affected area, including lower Ley Creek.

Sincerely,

David J. Valesky
State Senator
49th Senate District

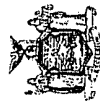
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Cc: Joanne M. Mahoney, Onondaga County Executive

DEPT. OF JUSTICE - ENVIRONMENTAL DIVISION
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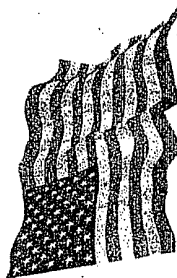
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SENATOR, 49TH DISTRICT



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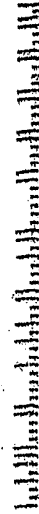


EXHIBIT 3

UNITED STATES DEPARTMENT OF JUSTICE

Proposed Environmental Response Trust Consent
Decree and Settlement Agreement in the Motors
Liquidation Company, et al f/k/a General Motors
Corp., et al, Chapter 11 Bankruptcy,

PUBLIC MEETING in the above matter, conducted
at the New York State Fair Grounds, Martha Eddy
Room, Syracuse, New York before, JOHN F. DRURY,
Court Reporter, CSR, RPR, Notary Public in and
for the State of New York, on December 15, 2010
at 6:15 p.m.

B E F O R E:

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ROBERT NUNES,
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Onondaga Lake Superfund

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1 Casey

2 MR. CASEY: Hi, my name is Pat
3 Casey, I'm an attorney with the
4 Department of Justice. Natalie
5 suggested I stand up here. Nobody has
6 ever had a problem hearing me, my mother
7 used to say so, but just to be sure. I
8 wanted to welcome everybody, appreciate
9 you're coming out. I just came up an
10 hour ago from Washington, D.C. we've had
11 no snow so far this year, so it was
12 sunny, very nice, a little cold but. I
13 was born in this area, I was born in
14 Schenectady and I grew up in Buffalo.
15 So I know these conditions, I really
16 felt like I came home when I got here,
17 used to it, but it still can be tough.
18 And I appreciate everybody coming out
19 under these conditions.

20 I want to welcome you. We're going
21 to, at this meeting we have a court
22 reporter to take down all the comments
23 and we're here to listen to those
24 comments. There is a fact sheet, a
25 handout, if you didn't pick one up

Casey

1
2 they're over at the table here. And I'm
3 just going to briefly go through the
4 agenda.

5 First I want to introduce the people
6 that are here. Just to my immediate
7 right is Natalie Kuehler, she's an
8 assistant US attorney from the US
9 Attorney's office from the Southern
10 District of New York. Next to her is
11 Lauren Charney, she is an assistant
12 regional counsel with EPA Region 2 in
13 New York. Region 2 is this area right
14 here. And next to her is Bob Nunes, he
15 is one of the remedial project managers
16 for the Onondaga Superfund site. And
17 within that site there are numerous sub
18 sites, so there is a number of RPM's,
19 but Bob is remedial project manager for
20 a number of the sites.

21 I'm going to just briefly go through
22 the agenda. We just went through the
23 introductions. Natalie Kuehler is going
24 to give you a brief overview of the
25 applicable Bankruptcy Law. We are also

Casey

1
2 going to give you an overview of the
3 proposed Settlement Agreement which is
4 why we're all here. We also are going
5 to go through a few Q and A's about how
6 the proposed Settlement Agreement works.
7 And after that we will then take public
8 comments.

9 Many of you that wish to speak or
10 make any comments we're happy to do
11 that. We will not be able to respond to
12 any of your comments. We are not the
13 decision-makers. And we will not, I
14 know the press is here, we will not be
15 able to take questions or respond to the
16 press here. But we are here to accept
17 those comments, those comments will be
18 considered by the decision-makers and in
19 a decision by the United States to go
20 forward with recommending the Settlement
21 Agreement to the Court, which it also
22 has to approve it. And also our
23 consideration is what would this look
24 like if the Settlement did not go forth.

25 We would in this comment period, the

1 Kuehler

2 written comment period is closed, the
3 county, Onondaga County has asked for
4 this public meeting under the provisions
5 of the Solid Waste Disposal Act. So we
6 will take additional comments outside of
7 the written comment period. So please,
8 if you do have any comments we will take
9 them all down and we will include that
10 in the record that we submit to the
11 Court.

12 If you do have comments we do ask
13 and we'll need you to sign up on the
14 sign up sheet and we'll take you in the
15 order that you the signed in if that's
16 okay. If anybody has to leave and you
17 need to go out of order please just let
18 me know, I'm sure we can all accommodate
19 that.

20 MS. KUEHLER: Good evening every-
21 body, Natalie Kuehler from the US
22 Attorney's office in New York. As Pat
23 mentioned I'll give you a brief overview
24 of the applicable Bankruptcy Law which
25 is complex sometimes particularly as it

1 Kuehler

2 applies to environmental matters. And
3 also the Settlement Agreement, which is
4 quite a lengthy document. So if there
5 are any terms, particularly in the
6 Settlement Agreement that you do not
7 understand, you know, that's what we can
8 address here and we'll be able to talk
9 to you about those. There are certain
10 things about the Settlement Agreement we
11 won't be able to go into because
12 Settlement discussions are confidential.
13 But to the extent that we can we will.

14 So I guess we'd start under the
15 applicable Bankruptcy Laws, that anybody
16 who has a claim against a debtor has to
17 file what's called a Proof of Claim with
18 the Bankruptcy Court, in this case the
19 Southern District of New York. And the
20 United States did file a Proof of Claim
21 under Section 507 of the Bankruptcy Code
22 there is a priority that's established
23 for claims that are filed with the
24 Court. That essentially just means that
25 it's in order of how claims that are

1 Kuehler

2 received are paid out. And there are
3 certain claims that are more senior,
4 meaning they're paid out first than
5 other claims which are more junior and
6 have to wait until the end of the
7 process.

8 The most senior claims are, as a
9 general matter those that are submitted
10 by secured creditors. And what that
11 means is those are people who have a
12 lien that secures whatever interest they
13 have in the debtor's estate and they can
14 go and enforce that lien. And a good
15 example of that is, for example, a
16 mortgagor, who could foreclose on a
17 property.

18 Secured claims must be paid in full
19 in Bankruptcy Law. So they're a good
20 claim to have. There are also so called
21 unsecured claims. Those have a lower
22 priority and essentially an unsecured
23 claim is a right to payment from the
24 assets that remain in the estate when it
25 comes time to pay the unsecured claims.

1

Kuehler

2

And generally speaking that means you
3 get a pro rata portion of the assets
4 that remain in the estate. And they
5 will likely not add up to the full value
6 of your claim.

7

For clean up costs, environmental
8 clean up costs, which are a particular
9 concern of course of this Settlement
10 Agreement, those are generally considered
11 general unsecured claims. Meaning they
12 fall kind of within the lowest rung of
13 the bankruptcy priority that's
14 established under Section 507 of the
15 Bankruptcy Code. So you know what that
16 means is that future clean up costs at
17 properties that aren't owned by the
18 debtor, and this is an important
19 distinction, properties that are owned
20 versus that aren't owned. Future clean
21 up costs by properties that aren't owned
22 by a debtor are generally considered a
23 general unsecured claim.

24

However, for properties that the
25 debtors do own they're required to clean

1 Kuehler

2 those properties up regardless. And in
3 the context of a bankruptcy this is also
4 what's called an administrative expense.
5 In other words, the debtors estate is
6 required to make sure that its own
7 property is maintained in compliance
8 with the laws. And those costs are
9 considered administrative estate
10 expenses and they have to be paid.

11 The US in general in environmental
12 bankruptcies such as the Old GM
13 bankruptcy contends that future clean up
14 costs that arise under a judicial order,
15 even at properties that are not owned by
16 the debtor, are just not affected by the
17 bankruptcy. That those orders that
18 require a company to clean up continue
19 to exist whether the company is bankrupt
20 or not. And the company has to comply
21 with those orders.

22 The debtors of course in general
23 argue that such orders are, the orders
24 have no impact. And if it's property
25 that's not owned by the debtor then

1 Kuehler

2 regardless of whether there is an order
3 or not the costs that are required to
4 clean those properties up are general
5 unsecured claims and fall in that
6 category of priority.

7 I'd like to the talk a little bit
8 about the particular proceeding that we
9 have here. General Motors when it
10 entered into bankruptcy filed what's
11 called a Chapter 11 bankruptcy petition.
12 And there are two different types of
13 Chapter 11 proceedings. There is
14 Chapter 11 reorganization, which up
15 until recently has been more common
16 where at the end of the bankruptcy
17 process the debtor reemerges as a
18 company and continues operations having
19 been able to get rid of some of the debt
20 that it owed.

21 In this case we have a Chapter 11
22 liquidation, which is essentially a more
23 orderly wind down of a company's affairs.
24 And once the plan of liquidation, and
25 there has recently been a plan of

1 Kuehler

2 liquidation that was filed in the
3 Bankruptcy Court, once that is approved
4 the estate is wound down and ceases, the
5 company goes out of business entirely.

6 And in the process of winding the
7 company down often times the assets are
8 sold and whatever sales proceeds are had
9 are used to pay out the creditors,
10 including the general unsecured
11 creditors.

12 Typically lower priority claims,
13 meaning these general unsecured claims
14 fare better under Chapter 11 reorganiza-
15 tion than under a Chapter 11 liquidation.
16 Primarily that's because under
17 reorganization the company will reemerge
18 and will continue to exist. And those
19 companies tend to have a little more
20 liquidity, and also they have a bit more
21 of an incentive to perhaps compromise
22 than on the companies that cease to
23 exist entirely.

24 In this particular bankruptcy as I
25 think you all know the petition was

1 Kuehler

2 filed back in June 2009. And also to
3 subsidiaries that may be of interest
4 here, ROM and Encore that are wholly
5 owned by Old GM filed for bankruptcy a
6 little later in 2009, in October of
7 2009. And the same that day Old GM
8 filed for bankruptcy it also filed a
9 motion to sell its viable assets,
10 substantially all of its assets to a
11 newly formed corporation. It was at the
12 time named NewCo, it is what you now
13 know as General Motors Co., it's the new
14 GM. And the Bankruptcy Court approved
15 of this sale of assets in July of 2009.
16 So Old GM at that time was renamed
17 Motors Liquidation Company or MLC, and
18 in a lot of the Court feelings you'll
19 see that's what Old GM is referred to.
20 The New GM corporation that is still
21 producing cars now is an entirely
22 separate new entity.

23 Although most of the assets of Old
24 GM were sold to the new company there
25 were certain assets that weren't. And

1 Kuehler

2 among them are 89 properties, many of
3 which are polluted, which remain with
4 the old company, with Old GM or MLC.
5 And these are the properties that are at
6 issue in the Settlement Agreement that
7 have been filed with the Bankruptcy
8 Court.

9 Also relevant for purposes of the
10 Settlement Agreement and the claims is
11 that back in June and July of 2009 when
12 the bankruptcy proceeding was initiated
13 and the sale of assets took place the
14 United States Department of the Treasury
15 and Export Development Canada, which is
16 essentially Canada's export credit
17 agency, they lent Old GM \$1.175 billion
18 to facilitate the orderly wind-down of
19 the company. So that money was intended
20 to cover administrative estates expenses
21 and to make sure that the bankruptcy is
22 proceeding in an orderly fashion rather
23 than for example, the Chapter 7
24 liquidation, which is much faster and
25 often very disorganized.

1 Kuehler

2 This money, these \$1.175 billion are
3 being used to pay the day-to-day
4 expenses of keeping Old GM running. So
5 it's things like plant security costs,
6 these plants that are no longer operating,
7 still remain with the old company, but
8 the facilities still have to be secured,
9 things like property taxes, like
10 electricity bills, and also the salaries
11 of the professionals who are still
12 running the old company, or their
13 lawyers in the bankruptcy proceeding.

14 But the largest chunk of that money
15 of these \$1.175 billion is actually
16 what's going towards funding the
17 Settlement that has been filed in the
18 Bankruptcy Court on the environmental
19 matters. And it's intended to cover the
20 liabilities of Old GM at the 89
21 properties that are owned by the
22 company, by the old company.

23 And there are also in this case two
24 non-owned portions, two non-owned
25 properties that are included in the

Kuehler

1
2 Settlement Agreement for specific
3 reasons. These are both lands that are
4 immediately adjacent to property that's
5 owned by the old company. They are both
6 areas where Old GM is the only
7 potentially responsible party, meaning
8 the only person who actually dumped the
9 waste there, could be liable for clean
10 up. And they are both properties where
11 there is an existing order requiring the
12 company to clean up. And that is
13 relevant, as I mentioned before under
14 the Bankruptcy Law.

15 In the Settlement Agreement
16 specifically that may be hard to find
17 the numbers in the agreement itself, but
18 essentially \$641.4 million are going to
19 be placed into an Environmental Response
20 Trust. As well as 120 million in
21 assets, in non-cash assets that includes
22 the property value of the 89 properties
23 that are currently still owned by Old GM
24 but will be transferred to the trust as
25 well as non-real estate property that

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goes with this, such as equipment,
particularly the remedial equipment.

For particular purposes of the
interest in this part of the country the
Settlement includes \$22.57 million in
funding for the remediation of the IFG
facility in Syracuse. And the IFG
facility itself is limited by the
property boundaries of the property
actually owned by Old GM. The \$22.57
million are expected to fully cover the
clean up costs at the property itself.

In addition in this immediate area
here the Settlement includes \$8.55
million in funding for the remediation
of what we call Upper Ley Creek. And
that is the area that is immediately
adjacent where Old GM is the old PRP and
where there is actually an order
requiring it to conduct clean up. And
then also there is money set aside for
what we call the PCB, the Ley Creek PCB
dredging site.

And I should mention that the order

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at the Upper Ley Creek portion that requires Old GM to conduct, to clean up, is an order that was issued by New York DEC, not by EPA. It's the New York Department of Environmental Conservation is the lead agency at pretty much all portions of the Onondaga Lake Superfund site except for Lower Ley Creek, at which portion EPA is the lead agency.

So other than these \$1.175 billion that were put into the estate and lent by the Department of Treasury and Canada the only real currently available asset to the estate is a 10 percent share in the new company, in New GM, currently operating GM. And that is a, that ownership is in the securities of the company itself, stocks and warrants. And those stocks and warrants are what general unsecured creditors are going to receive their payout from on a pro rata basis.

Over the last couple of weeks since the company went public on the stock

1 Kuehler

2 market the stock price has been at
3 roughly \$30 a share. And just to give
4 you an idea, Old GM estimates in its
5 disclosure statement and proposed plan
6 that they filed with the Court that
7 ultimately at the end of the day when
8 they'll have looked at all the Proofs of
9 Claims that were submitted and all the
10 claims in the bankruptcy there will be
11 about \$40 billion worth of general
12 unsecured claims that will have to be
13 paid out by the estate.

14 So with that as the backdrop I would
15 like to move into how this particular
16 Settlement Agreement has come about.
17 And as I mentioned the United States
18 filed a Proof of Claim, we filed several
19 Proofs of Claim but in particular on
20 behalf of the environmental agencies,
21 the Environmental Protection Agency, the
22 Department of the Interior and NOAA. We
23 filed a Proof of Claim that covered the
24 debtors environmental obligations
25 nationwide, including, you know, over

1 Kuehler

2 130 sites and facilities in almost every
3 state. And this Proof of Claim that was
4 filed included a claim for the clean up
5 costs that are going to be incurred at
6 the Inland Fisher Guide property in
7 Syracuse which are addressed under the
8 Settlement Agreement as well as at the
9 Onondaga Lake Superfund site as a whole.

10 Again, the difference is, the
11 distinction is important because the one
12 property is actually owned by the debtor
13 whereas the rest of the Superfund site
14 is not.

15 Our Proofs of Claims generally list
16 100 percent of the anticipated clean up
17 costs. What happens in bankruptcies
18 though under the applicable law is that
19 you look to what the actual
20 responsibility or equitable share for a
21 company is in determining where there
22 are multiple responsible parties for
23 dumping the waste, what share the debtor
24 is required to carry.

25 Since filing the Proof of Claim the

1 Kuehler

2 United States has engaged in extensive
3 settlement discussions with the debtors
4 with 14 states including New York and
5 with the St. Regis Mohawk tribe to
6 arrive at a Settlement Agreement to
7 resolve Old GM's environmental
8 liabilities that are considered to have
9 the administrative expense priority
10 status, and in particular here that
11 meant the properties that are actually
12 owned by the debtors, the 89 properties
13 that are at issue in the Settlement
14 Agreement. And 8 properties that are
15 not owned but that are immediately
16 adjacent to owned properties where Old
17 GM is the only responsible party and
18 where there are actual clean up orders
19 requiring the company to clean up.

20 The Settlement Agreement itself has
21 several components but most importantly
22 it envisions the creation of what we
23 call an Environmental Response Trust.
24 And that is the entity that will hold
25 the 89 properties that are currently

1 Kuehler

2 owned by the old company as well as all
3 the clean up funding and other adminis-
4 trative funding that will be placed in
5 the trust. And that will administer the
6 properties and administer the clean up
7 and pay for it.

8 As I mentioned before the cash
9 payments into the trust total \$641.4
10 million. Of that there are nearly 500
11 million, 499 million that are allocated
12 specifically to environmental clean up
13 at these 89 properties. And that
14 includes agency oversight costs and long
15 term operation maintenance and
16 monitoring costs.

17 The Settlement Agreement is
18 structured in a way where offsets
19 dedicated clean up money, \$431 million
20 will be placed into specific site
21 accounts. So each site that is known to
22 have been contaminated and there are
23 roughly 50 of them amongst the 89
24 properties, has its own dedicated site
25 specific accounts that will have money

1 Kuehler

2 in it to conduct the clean up there.

3 And in addition to these dedicated
4 accounts there is going to be what we've
5 termed a Cushion Account of \$68 million
6 that will be available to fund short-
7 falls in clean up funding at any of the
8 sites if for -- and the reasons are laid
9 out in the Settlement Agreement, but if
10 for example, there is contamination that
11 is not known now that is later
12 discovered and requires additional
13 funding to clean up there is this
14 reserve that will be available to any of
15 these properties assuming they meet the
16 conditions necessary to draw down on
17 that money.

18 In addition to these funds for clean
19 up specifically there is also \$142
20 million in administrative funding that's
21 going to be paid into the trust. And
22 this administrative funding is intended
23 to cover a whole host of issues,
24 including again, just security at these
25 properties, the fees for professionals

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Kuehler

that are required to run the trust, for remedial managers for the properties and utilities, property taxes, things like that.

The trust has two main focuses. The first is to conduct the environmental remediation; and the second is to bring the properties back into beneficial or productivity. So those are going to be the two focal points.

In addition to the cash that's being placed in the trust, as I mentioned before the 89 properties will also be placed in the trust, so the trust will actually get all of the property rights that Old GM has and hold those property rights going forward. And it can then sell or otherwise dispose of those properties going forward in a manner that is most consistent with the goals of the trust, which is both the clean up and trying to bring these properties back into productive or beneficial use.

There is also another aspect of the

1 Kuehler

2 Settlement Agreement that I'd like to
3 point out, which is that there are
4 covenants not to sue that the
5 governments are granting to the debtor
6 with respect to the environmental
7 liability, the properties at issue in
8 the Settlement Agreement. You know here
9 of course Old GM is liquidating. So the
10 company eventually will no longer be
11 there in any event. But I did want to
12 point that out.

13 Specifically with respect to the
14 Onondaga Lake Superfund site there are 5
15 areas of that overall site where GM has
16 been identified as a potentially
17 responsible party. And those 5 areas
18 are included in the Proof of Claim that
19 the federal government filed. And I'll
20 just name them quickly, I think you'll
21 all be familiar with them. It's the IFG
22 facility itself, the Lake Bottom, the
23 Salina Landfill, the Lake PCB dredging
24 site and then Lower Ley Creek. And as
25 mentioned before EPA is the lead agency

1 Kuehler

2 only for Lower Ley Creek and all the
3 other lead agencies is the State of New
4 York.

5 Since GM, Old GM owns the IFG
6 facility, that facility, that property
7 is going to be placed into the trust
8 along with the \$22.57 million in
9 dedicated funding to clean that property
10 up.

11 And the PCB dredging subsite
12 similarly is owned by Old GM and will be
13 placed into the trust along with \$1.88
14 million in dedicated clean up funding to
15 cover the remediations anticipated at
16 that site.

17 And in addition to those two
18 subsites, Upper Ley Creek is also
19 included in the Settlement Agreement and
20 will be receiving \$8.55 million in
21 dedicated funding. And that is although
22 the property itself cannot be placed
23 into the trust and is not owned by Old
24 GM because it is immediately adjacent to
25 the owned property there is an order

1 Kuehler

2 requiring Old GM actually to stop clean
3 up and there are no other PRPs.

4 There are no other areas of the
5 Superfund site that meet those
6 requirements where there actually is an
7 order in place requiring Old GM to clean
8 up; or Old GM is the only PRP.

9 The liabilities that Old GM has, the
10 environmental liabilities at the other
11 portions of the Onondaga Lake Superfund
12 site, those will have general unsecured
13 claim status. With respect to general
14 unsecured claims it's important to point
15 out this Settlement Agreement does not
16 actually address any of the general
17 unsecured claims. It only resolves the
18 administrative expense claims that the
19 government has against the company.

20 What this means specifically here is
21 that for Lower Ley Creek GM's liabilities
22 are not being affected or addressed on
23 the Settlement Agreement, that will be
24 dealt with separately.

25 And there is a particular portion of

Kuehler

1
2 the Settlement Agreement that deals with
3 this very issue, and if you have the
4 Settlement Agreement or would like
5 copies there are still a couple there.
6 Paragraph 100 ii. And that, not going
7 to go through reading it for you, but in
8 essence it says that any general
9 unsecured claims that the government has
10 against Old GM with respect to the areas
11 of the Onondaga Lake Superfund site that
12 are not being specifically addressed in
13 the Settlement Agreement continue to
14 exist.

15 And I should also note that what we
16 term Lower Ley Creek for purposes of the
17 Settlement Agreement has been defined as
18 the area of Ley Creek, the entire area
19 of Ley Creek that is south of the Route
20 11 bridge.

21 So you know when it comes to dealing
22 with these general unsecured claims
23 again, you know, they will receive a
24 lower priority in payment. They will be
25 paid at kind of a reduced amount as a

1 Kuehler

2 function of the Bankruptcy Law which is
3 that all general unsecured claimants get
4 a pro rata share in whatever is left
5 over of the estate. And here you know,
6 they will be paid out from the 10
7 percent stake in the securities of the
8 new company, New GM that's currently
9 operating.

10 The general unsecured claims will be
11 handled separately from this
12 environmental response. There is a
13 general unsecured creditors trust, it's
14 the official term of it that the debtors
15 are proposing to create which would
16 administer all of these general unsecured
17 claims. And also ultimately they will
18 be paid out through this separate
19 general unsecured creditors trust. The
20 precise amount of the stake in New GM or
21 apportionment of New GM stock and
22 warrants that each general unsecured
23 creditor gets will not be known until
24 all the general unsecured claims have
25 been administered. Here we're dealing

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with tens of billions of dollars in

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unsecured claims. I think I mentioned

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before, the debtor, that ultimately

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there will be about \$40 million of

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general unsecured claims, but it will

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take time to administer those, and the

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full return amount won't be known on the

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general unsecured claims until that

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process is completed.

11

So what are the next steps kind of

12

going forward from here? We expect that

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the debtors within the next couple of

14

weeks will file a motion seeking to have

15

the Bankruptcy Court approve the

16

Settlement Agreement. And we will, we

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meaning the United States, will make a

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decision as to whether or not to support

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the motion to the Bankruptcy Court,

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essentially the submission by the

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debtors to the Bankruptcy Court to have

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the Court approve the Settlement

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Agreement.

24

After reviewing all the public

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comments that we have been receiving, as

1 Kuehler

2 Pat mentioned earlier, the official
3 public comment period has expired but we
4 have agreed to hold this meeting here,
5 we received the request from Onondaga
6 County. So that we have the opportunity
7 to take additional public comments here
8 orally and take those into account as
9 well.

10 If after reviewing those public
11 comments we decide the Settlement
12 Agreement is not in the public's
13 interest the United States has the
14 opportunity to withdraw from the
15 Settlement Agreement. If after
16 receiving and reviewing those public
17 comments the United States determines
18 that it is in the best interests to move
19 forward then the United States will
20 submit papers in support of having the
21 Settlement Agreement entered. So right
22 now the Settlement Agreement is on the
23 Court's docket. It does not become
24 effective unless and until the Court
25 actually approves of it and enters it.

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All of the comments that are, that we have received so far that we'll be receiving today including the transcript of these proceedings we will be attaching with any submission that's going to be made to the Court, along with the government's full response to those comments so that the Court also has the full record in front of it in making its decision as to whether or not to approve the Settlement Agreement.

We currently expect that the Court hearing at which the Settlement Agreement would be considered if we do move forward will take place on March 3, 2011. That is the date that the Court has set for having the planned confirmation hearing, which is the hearing at which Old GM's proposed plan of liquidation will be considered.

Given the Bankruptcy Court's schedule and a share of the amount of people and Claimants involved in this proceeding that date may slip, but right

1 Kuehler

2 now it's set for March 3, 2011.

3 And I think that's all I've got with
4 respect to the background. If you have
5 any specific comments about the
6 Settlement Agreement itself, you know,
7 those we can certainly address under the
8 caveat that certain action or aspects of
9 the Settlement discussions are
10 confidential and we can't go into those.
11 But if you have questions about the
12 terms of it now would be a good time to
13 ask those and then we'll go into the
14 main portion which is the opportunity
15 too for all of you to make your public
16 comments. And there is a sign up sheet,
17 we've received a couple of people who
18 are signed up, we'll call everybody in
19 order. If you would like to make a
20 public comment and haven't had the
21 opportunity to sign up feel free the
22 come up and explain.

23 QUESTIONS BY DERETH GLANCE:

24 Q. So you said that the US could either
25 support the Settlement or withdraw from it. Can

Glance Q&A

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2 we amend it? Is it an option?

3 ANSWERS BY MS. KUEHLER:

4 A. The Settlement Agreement is amendable.
5 However to amend it we cannot unilaterally amend
6 it. What would have to have the debtors to 14
7 states and the tribe would also have to agree to
8 any amendment.

9 Q. Then the Cushion Fund that you
10 mentioned, how is that allocated?

11 A. The Cushion Fund is not allocated. The
12 Cushion Fund is available to all of the properties
13 that will be in the environmental response trust.
14 And under their provisions in the Settlement
15 Agreement that discuss when a property can have
16 access to a Cushion Fund. The best example is if
17 there is new contamination that's discovered that
18 wasn't known now and so we couldn't take into
19 account and in coming up with the clean up budget
20 in calculating that for the property if there is
21 indeed unexpected expenses not known now. Then
22 the property can get access to that Cushion Fund.

23 Q. Would that be on a first come first
24 served basis if they made, if they fit all the
25 requirements?

1 Kaniatakeron Q&A
2 directs the trustee to engage with the local
3 communities on this as well as seeking the federal
4 and state approvals.

5 (A male with hand up).

6 MS. KUEHLER: Are you a member of
7 the press?

8 UNIDENTIFIED MALE: Yes.

9 Ms. KUEHLER: We're not allowed to
10 directly speak to members of the press.
11 But I will say also I can give you the
12 contact of the respective press offices
13 to reach out to.

14 Q. (Glance) Can I have a follow up
15 question? Who ultimately owns the property?

16 A. (Kuehler) The properties? Those
17 properties are going to be owned by the trust. So
18 Old GM's full title in the property will be
19 transferred to the Environmental Response Trust,
20 which will own the properties.

21 QUESTIONS BY MR. KANIATAKERON:

22 Q. Are you aware of any comments that came
23 in from the St. Regis Indian Reservation thus far?

24 A. (Kuehler) No.

25 Q. You're not aware?

1 Kaniatakeron Q&A and Gunnip

2 A. To my knowledge there has been no
3 comment that's come in.

4 Q. But would you know?

5 A. I should know. Having said that you
6 know, if they have mailed it it may have gotten
7 caught up in the Department of Justice mailroom
8 and it should have filtered through to us by now
9 since the comment period expired a little bit ago.

10 MR. KANIATAKERON: Can you bring me
11 up to date. Two of the three that I'm
12 aware of there was maybe 40 concerns
13 that were put on a form and that should
14 have been brought to your attention,
15 that's why I ask.

16 MS. KUEHLER: I think there was
17 another question.

18 QUESTIONS BY COLLEEN GUNNIP:

19 Q. Would those properties be sold off?

20 A. (Kuehler) Eventually. You know,
21 ideally they would be sold off.

22 Q. And the trust would get the assets?

23 A. And the trust would get the assets from
24 the sale. Having said that there are, if you look
25 at the Settlement Agreement a couple of different

1 Kakwerais Q&A

2 ways that a sale can come about. One of the most
3 important aspects is to ensure that the
4 environmental remediation happens.

5 Q. What would happen then with the assets
6 that remain in the trust after all those
7 properties were cleaned up and sold off?

8 A. That ultimately is something that the
9 trust will have to decide.

10 QUESTIONS BY MS. KAKWER AIS:

11 Q. In your papers here that you have you
12 have Exhibit B, form of Quitclaim Deed. Can you
13 tell me what that means?

14 A. (Kuehler) Yes, that is the deed, that
15 is the sample form of the deed by which the
16 debtors will be transferring title of the 89
17 properties to the Environmental Response Trust.

18 MS. KUEHLER: Are there any other
19 questions about the way the Settlement
20 Agreement works? Okay, so I think --

21 Q. You didn't, well so you're saying that
22 this quitclaim deed is Old GM will transfer these
23 things to the trust?

24 A. Correct.

25 Q. In there it says C, any land lying in or

Kakwerais Q&A

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2 under the bed of any creek, stream or waterway or
3 any highway, avenue, street, road, alley, easement
4 or right-of-way open or proposed in or on, across,
5 abutting or adjacent to such tract of land. So
6 how does that work with land that the United
7 States or New York don't own?

8 A. That land is not going to be affected by
9 any transfer. The debtors will be transferring
10 their full interest in the properties. If they
11 are properties they do not have an interest in
12 those properties will not be transferred.

13 Q. Okay, abutting and adjacent. It says in
14 here it says abutting or adjacent?

15 A. There may be, for example, easements or
16 other property rights that are not real property
17 that the debtors hold. And those two would be
18 transferred to the trust. I'm not sure what -- I
19 have a feeling that this doesn't answer your
20 question or that you're thinking of something
21 else, but.

22 Q. So the ones that have to, who has to
23 sign this quitclaim deed?

24 A. The Old GM, the property owner.

25 Q. Then they give those to your Bankruptcy

Kakwerais Q&A

1
2 Court?

3 A. They give this to the Environmental
4 Response Trust, meaning the trustee, which will be
5 Elliott Laws is the proposed trustee.

6 Q. So before this goes through into the
7 Bankruptcy Court on which you said March 3rd,
8 before that this document has to be signed by the
9 Old GM?

10 A. At the same time, so this actually
11 raises another issue that I should point out.
12 Although the Court, if the federal government
13 decided to move forward with the Settlement
14 Agreement, although the Court will be approving
15 the agreement currently on the schedule of March
16 3, 2007 it doesn't actually become effective until
17 certain conditions are met.

18 One of those conditions is the transfer
19 of all the properties into the Environmental
20 Response Trust. The effective date of the trust
21 is also the effective date of the plan of
22 liquidation, and there are usually several wind up
23 issues that have to be taken care of in the
24 bankruptcy so that the trust would actually become
25 effective, at some point after that the Court

Kakwerais Q&A

1 hearing and after the properties are transferred.

2
3 There is a requirement that the
4 properties and the cash funding as well as the
5 other non-cash assets that are going into the
6 trust be transferred on the effective date to make
7 sure that the trust is fully performed at that time.

8 Q. So in your speech that you were giving
9 educating the people here, you said that the
10 proposed time for people to be able to make public
11 comment was over. But because the Onondaga County,
12 I'm not sure which group requested for you to come
13 and hear comments, you extended it?

14 A. Yes, I should correct you just on that.
15 We opened it for the particular purpose of taking
16 oral comments here. So the public comment period
17 is not actually extended, that remains closed,
18 however with the exception of all of the public
19 comments that we will be receiving here today.

20 MS. KAKWERAI: So as an example if
21 somebody else made another request which
22 is adversely and severely impacted to be
23 able to make a public comment, which in
24 your statement which you were asked if
25 any comments were received from a place

1 Kacwerais

2 called Akwesasne, you said you weren't
3 aware of that and it might be in the
4 mail of the Justice Department over
5 there. And the effect of what the Old
6 GM, General Motors has done is genocide.

7 I feel and believe that the public
8 hearing should be up north where the
9 people, they didn't get no \$783 million
10 Settlement. And they have that poison
11 in their body. For 31 years we've been
12 going to meetings like this and one
13 group of EPA people come and another
14 group. But yet the people who are most
15 affected, and we have a responsibility
16 as women and as mothers to look way
17 ahead and protect the people, the
18 unborn. That's our responsibility.

19 And that's how General Motors --
20 that's what they should have did. They
21 should have looked at what they did to
22 protect the future, but they didn't.
23 And one of the most adversely affected
24 people in this country is the Akwesasne
25 people. What they did up there has

1 Kacwerais

2 impacted us where we cannot go nowhere
3 else and get our people. We can't go to
4 England or Scotland or France and remake
5 our people. We can't. And the genetics
6 and the DNA of the poison that the old
7 General Motors did has impaired and
8 affected our people.

9 And I'm saying that those comments
10 that those 40 people made, and there is
11 many more, that the Department of
12 Justice if they really believe in
13 justice should hold a public hearing at
14 Akwesasne, so you can hear from the
15 people that were affected by General
16 Motors. I think it's very wrong that we
17 have to travel all this way so our
18 comments and our questions can be
19 answered.

20 Because when you're -- you've just
21 given a piece of paper like this nice
22 blue colored, four pages, and the life
23 of your grandchildren and your children
24 and the ones yet to come have been
25 impacted and your people can't have

1 Kacwerais

2 children. And they're running all over
3 the world to invitro fertilization,
4 clinics and all over are trying to
5 figure out why they cannot have
6 children. And our mothers are told that
7 they cannot breastfeed their kids. Why?
8 Because they're going to transfer the
9 poison that General Motors put on our
10 land; and never, ever told us. So I
11 believe that that is what has to happen.

12 Because it's very unfair for the
13 United States to be irresponsible and
14 not hear from people who have been
15 adversely affected. And what they've
16 done is a form of genocide. It's a form
17 of genocide. So the people should have
18 a right to be heard. And maybe when you
19 see all the people that come in that had
20 flora acne for 31 years or all the
21 problems that exist, maybe they'll look
22 at differently \$783 million to cover up
23 a site that's not -- it's still going to
24 emit. It's not a clean up, what is
25 proposed for the General Motors at

1 Kacwerais

2 Massena, it's not a clean up, it's a
3 cover up. It's a cover up and General
4 Motors is a hundred percent responsible.

5 And maybe what the United States
6 government should do is they should give
7 the people that the General Motors did
8 this genocide to, they should give them
9 a \$45 billion credit. It's wrong what
10 they did, it's wrong. You can't take
11 poison and throw it and just put it
12 there and even by your law have no
13 license to even do it, how you have it
14 where you put toxins in the ground in a
15 site you have to have a license. That
16 didn't happen. All that happened was
17 General Motors in that area from the day
18 that they opened dumped their poison in
19 a landfill, in a dump just on top of the
20 earth.

21 So I believe that the United States
22 if they say they're responsible, they're
23 a responsible people and they're just,
24 what they will do is they'll hold a
25 hearing three and-a-half hours north of

1 Kacwerais

2 here where \$122 million of this \$483
3 million -- \$783 million Settlement is
4 supposed to be spent. So you can really
5 hear, because what's being proposed is
6 not a clean up. And General Motors
7 should be held responsible 100 percent
8 for what they've done. And not get away
9 with it and set the standards for the
10 future.

11 If they would have used to look
12 ahead they wouldn't be in this mess
13 they're in. And all the people that
14 they've done it, the Inuits are up
15 north, they don't have a General Motors
16 plant. They don't have a Ford plant.
17 Monsanto, and guess what, they're full
18 off PCBs. Why? Because these companies
19 have been irresponsible and they dumped
20 all that into the water, into the air
21 and land. They're way up north in the
22 north pole. And they're all impacted by
23 PCBs.

24 MS. KUEHLER: Thank you.

25 MS. KAKWER AIS: I'm just saying that

1 Casey

2 the United States should hold a hearing
3 there and hear the truth. Not something
4 like this that was given to the people,
5 because it's very wrong what happened.
6 And I'm a hundred percent against the
7 proposed \$783 million settlement.

8 MS. KUEHLER: Thank you. We've
9 moved into the comment portion, so I'll
10 hand the microphone I guess back to Pat
11 and I think we have a sign up sheet.

12 MR. CASEY: I have the sign up
13 sheet. Does anybody, I have nine people
14 including the people that, three of the
15 people that have already asked some
16 questions, but if they have some more to
17 say you're more than welcome. I just
18 want to know is there anybody that has a
19 scheduling, has a babysitter or needs to
20 leave early wants to go ahead of time
21 otherwise I'll take you in the order
22 that you signed up.

23 ROBERT GILKA: I actually do but I'm
24 representing an elected official here,
25 and in that regard since I am not he, I

1 Spvsr Nicotra

2 don't want to, I'm number 7 on your list
3 and I don't want to change the order.

4 MR. CASEY: All right.

5 JEFF DAVIS: I was actually going to
6 try to sign up, you already took the
7 list, so can I add my name?

8 MR. CASEY: The first speaker is
9 Mark Nicotra.

10 MARK NICOTRA: Good evening, my name
11 is Mark Nicotra. I'm the Town Supervisor
12 for the Town of Salina. I would like to
13 read a brief statement on behalf of the
14 Salina Town Board and our taxpayers. I
15 also have a prepared written statement
16 that I will submit after.

17 General Motors abandoned our Town in
18 the late '80s. It not only left behind
19 thousands of unemployed workers, a
20 devastating impact on our tax base, and
21 untold difficulties to surrounding
22 businesses, it left behind a huge
23 environmental liability that has already
24 cost our Town taxpayers thousands of
25 dollars, and potentially millions of

1 Spvsr Nicotra

2 dollars into the future.

3 No one disputes that General Motors
4 dumped substantial amounts of hazardous
5 substances and waste in our landfill and
6 water bodies. Although GM abandoned our
7 community long ago its actions continue
8 to negatively impact our Town economic-
9 ally as well as environmentally.

10 The Settlement Agreement we are
11 commenting on today could go a long way
12 toward addressing some of the negative
13 economic and environmental impacts that
14 GM has left behind. Unfortunately, I
15 believe the mistakes of the past will be
16 compounded by mistakes set forth in this
17 proposed Settlement Agreement.

18 And these mistakes are clear. The
19 agreement sets an arbitrary line at the
20 bridge at New York State Route 11 for
21 the purpose of limiting compensation
22 under the trust fund, notwithstanding
23 the voluminous data collected by the
24 United States Environmental Protection
25 Agency and the New York State Department

1 Millea (Ond Cnty)

2 MR. CASEY: Thank you, Mike. Next
3 is, let us get back to you. Did you
4 need to leave real early?

5 ROBERT GILKA: I took care of it.
6 I'm not inclined to step in front of
7 anybody.

8 MR. CASEY: All right, thank you.
9 The next speaker, you're going to have
10 to bear with me because I'm not going to
11 get it right, I'm going to try.

12 MR. KANIATAKERON: Kaniatakeron. If
13 it's all the same to you I'll go last
14 and allow the people to go.

15 MR. CASEY: That's fine with us,
16 that's great. Then the next speaker
17 would be Matthew Miller.

18 MATTHEW MILLEA: Good evening. Thank
19 you for coming this evening. My name is
20 Matthew Millea, I'm the Deputy County
21 Executive of Onondaga County. We
22 appreciate your responding to the
23 County's call for this public hearing,
24 particularly given the weather. You're
25 courageous for joining us in our lake

1 Millea (Ond Cnty)
2 affect snow, which is my first
3 experience here as well. And thank you
4 for your briefing. I think it helped to
5 hear from you the perspective on what
6 we're dealing with and I also think it
7 reassured us that our perspective on
8 this is accurate.

9 And as we just heard from the
10 supervisor, I would like to echo his
11 sentiments, that we feel a mistake is
12 being made. And I am submitting formal
13 comments for the record so I won't take
14 up too much time but I really think that
15 the Supervisor spoke very eloquently
16 about the problems we're facing as a
17 County, as the Town, as the City of
18 Syracuse. There is an environmental
19 legacy that surrounds this community,
20 and we don't want to see a mistake being
21 made where a demarcation is being made
22 arbitrarily simply because the Consent
23 Order was placed in one section of the
24 Creek and not another.

25 We know for a fact that there is

1 Millea (Ond Cnty)
2 discussions going on about entering into
3 a Consent Order for the Lower Ley Creek,
4 and it's a shame that these lines are
5 being drawn simply because that was not
6 enacted prior to the bankruptcy of Old
7 GM.

8 Onondaga County cannot survive a \$50
9 million liability to clean up Lower Ley
10 Creek floor nor can the Town of Salina.
11 In the event, even as an unsecured
12 debtor we receive some equity, the rest
13 of the liability will likely fall to the
14 County and the Town. And that cannot
15 happen. So you'll see in our comments
16 our justifications for this, we've
17 submitted a lengthy letter to that point
18 explaining in greater detail our views
19 on that.

20 We do appreciate your being here to
21 hear our concerns. And again, we feel
22 very strongly that GM should take prime
23 liability for all of Ley Creek not just
24 to the Route 11 bridge, but all of Ley
25 Creek and for their share of the

1 Legislator Corbett

2 liability of the Lake Bottom. And we.
3 appreciate your reconsideration of this
4 trust. We fear that the properties of
5 Lower Ley Creek and the Lake Bottom not
6 being included in this list will bar us
7 from the major proceeds of the
8 Environmental Trust and that the
9 unsecured claims, as you know, \$40
10 billion will leave us very short of the
11 funds needed to remediate these
12 properties. Thank you for your time.

13 MR. CASEY: The next speaker is Jim
14 Corbett.

15 LEGISLATOR JIM CORBETT: Thank you,
16 again, Jim Corbett, I'm the Chairman of
17 the Environmental Protection Committee
18 for Onondaga County and a County
19 Legislator. I'm also involved on the
20 other side of the lake. I represent the
21 area that has the wastebeds and all the
22 remediation of another responsible party
23 on this side of the lake.

24 So the facts are that from the 1950s
25 to 1990s, GM discharged PCBs into Ley

1 Legislator Corbett

2 Creek. In '85 GM entered into a Consent
3 with the DEC concerning Ley Creek and
4 its remediation. Those are straight
5 facts. GM acknowledged this and was
6 responsible for the entire length of the
7 Creek, right on to Onondaga Lake.

8 The current plan for the 8.5 million
9 to clean up only Upper Ley Creek to US
10 Route 11 is not acceptable. More
11 dedicated clean up monies should be
12 available for the Lower Ley Creek. I
13 won't go into a lot of the same
14 statements that have been made, I concur
15 with that. But this clean up plan
16 should be redefined to include Ley Creek
17 from the Inland Fisher Guide all the way
18 down into Onondaga Lake.

19 Lower Ley Creek should not become a
20 liability for the citizens of Onondaga
21 County. We've been very responsible
22 with Onondaga Lake trying to get it back
23 to where it was at one time and
24 acknowledging what we have to do. What
25 happened along Ley Creek was not our

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Glance

responsibility, and the citizens of
Onondaga County should not be held
responsible and have to pay for this.
Thank you very much.

MR. CASEY: Thank you. The next
speaker is Doreth Glance.

DORETH GLANCE: Hello, my name is
Doreth Glance, I'm the Executive Program
Director with Citizens Campaign for the
Environment. We represent over 80,000
members throughout New York and
Connecticut. We advocate solutions and
empower communities to achieve those
solutions.

I live here in Syracuse, I also
Chair the Onondaga Lake Bottom Community
Participation Working Group. And one of
the things that our community has worked
very hard is to clean up Onondaga Lake
from both using the Clean Water Act as
well as Superfund to restore this
amazing urban waterway and it's one lake
with lots of sites.

And all of the sub sites that you

1 Gilka (Assy Magnarelli)
2 misspelled. G-I-L-K-A, as Natalie would
3 know. My name is Jeff Gilka, I run a
4 small assembly program office here in
5 Syracuse and for my 21 years with the
6 Assembly for reasons I've never fully
7 understood the lake has been in my
8 portfolio beginning with the original
9 Consent Judgment.

10 More importantly, I'm providing
11 comments from Assemblyman William B.
12 Magnarelli, who is a local Legislator of
13 ten years standing. And I will now read
14 those comments, but only in pertinent
15 part because I've submitted them
16 previously.

17 I have read and am in substantial
18 agreement with the comments submitted by
19 the County of Onondaga on November 24,
20 2010. Writing as an Assembly member who
21 has legal training, I commend the County
22 for its well argued plea on the merits
23 and facts and the compelling call for
24 justice as fairness.

25 There can be little doubt that the

1 Gilka (Assy Magnarelli)
2 proposed Settlement favors the party
3 with superior advantage, GM, and tacitly
4 marks those of lesser advantage, the
5 taxpayers of my Assembly District in
6 Onondaga County with the responsibility
7 for remedying, if you will, a mess not
8 of their making.

9 I understand and am somewhat
10 sympathetic of the vagaries of the
11 manufacturing marketplace and even of
12 the shortsighted decision-making of GM's
13 management and R&D principles. Many
14 Onondaga County residents will recall
15 their shock at the closure of GM Inland
16 Fisher Guide and their Massena facility.
17 In my opinion that is enough of a legacy
18 without GM being allowed under cover of
19 bankruptcy, and enabled by immense
20 taxpayer support, to abrogate its clear
21 responsibilities under CERCLA and RCRA.

22 This region has supported GM quite
23 enough. As former GM workers and as
24 taxpayers underwriting the automotive
25 bailout and CERCLA and RCRA were never

1 Gilka (Assy Magnarelli)
2 intended as shields. I would hope that
3 the Department in the Environmental
4 Protection Agency in the context of a
5 negotiated national settlement will not
6 lose sight of these local interests,
7 which in this instance are represented
8 not only by several valued local
9 employers but especially by the County
10 of Onondaga and the Town of Salina.

11 The Settlement as proposed leaves
12 such entities in fiscal jeopardy and at
13 a time of great economic crisis. In
14 particular, to link Salina and this
15 County to the known purveyor of PCB
16 contamination relies on linkages that,
17 however legitimized under a broad
18 reading of CERCLA and RCRA, and the
19 Bankruptcy Law, are at best tenuous when
20 they are not entirely observed.

21 As is well known to the Department
22 of Justice and the EPA, Onondaga County
23 has made great and even heroic strides
24 towards Onondaga Lake wastewater
25 management remediation, and in

1 Gilka (Assy Magnarelli)
2 partnership with Honeywell and others is
3 addressing many of the issues created by
4 industrial residuals. These efforts
5 have been made possible by federal and
6 state and local resources and of course
7 commitments from various successor
8 companies. All of these resources are
9 precious and all of these resources are
10 stressed.

11 The current proposed Settlement, at
12 least in my opinion creates the specter
13 of an ever lasting open ended project
14 wherein the government may always feel
15 free to require just one more thing.

16 I respectfully request favorable
17 consideration of an amended Settlement
18 Agreement that does not leave Onondaga
19 County taxpayers liable for what is
20 clearly and completely a corporate
21 environmental responsibility. Very
22 truly yours, William B. Magnarelli.

23 MR. CASEY: Thank you, Robert. All
24 right, the next speaker is Lindsay Speer.

25 LINDSAY SPEER: Thank you. I want

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Speer

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on risk assessment exposure and clean up

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can look like putting a fence around the

4

site and keep away from the pollutants

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as is the case of the Ley Creek dredge

6

spoil site. And it appears that's going

7

to be maintained in perpetuity by the

8

money, small amount that's been given to

9

it.

10

Nowhere is this failure on the part

11

of our government to uphold natural law

12

more apparent or ironic than in this GM

13

case affecting Onondaga Lake as well as

14

Akwesasne. And because of this the

15

Haudenosaunee suffer and so do the

16

people in Salina and Syracuse. Perhaps

17

the time has come to change the way of

18

doing things.

19

Under Superfund the federal

20

government is required to consider the

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health and environmental concerns unique

22

to the Native American populations and

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resource both on and off their territory.

24

It does not seem like this has been

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adequately done.

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Monostory

Vice-President of the Central New York Chapter of the Izaak Walton League of America. And my first comment is that the public notice about the GM liability was pretty sketchy. I understand there is only two comments submitted that led to this hearing but nevertheless thank you for holding this hearing here.

I would probably have some written comments prepared if I had known previously about this entire event and Settlement discussion. But I do have some comments to make here. Our Izaak Walton chapter has been involved for just about 20 years now in monitoring streams all around the County of Onondaga. We've worked primarily with the school groups, but we've also worked with adult volunteer teams that monitor various streams and stream sections throughout the county.

One of the sites that we had monitored for probably the past 10 years or so is a site on Ley Creek just west

1 Monostory

2 of the Route 11 bridge. We've also done
3 quite a bit of work on Bear Trap Creek,
4 which is a western tributary of Ley
5 Creek but not directly affected by this
6 discussion although its indirectly
7 affected because obviously fish and
8 other organisms do swim up from Ley
9 Creek into Bear Trap as well as the
10 other section, the eastern sections of
11 Ley Creek.

12 My point is that we've been
13 collecting data on macro invertebrates
14 and also the chemical and physical
15 parameters at this site just on the west
16 side of the Route 11 bridge, particular-
17 ly the biological monitoring that we're
18 doing is based on the presence of macro
19 invertebrates and different types of
20 macro invertebrates species. And those
21 species give us an indication of water
22 quality conditions in the upper stream.
23 Primarily the type of micro-organisms
24 that we found are indicators of polluted
25 conditions or at least moderately

1 Monostory

2 polluted conditions in Ley Creek.

3 I am a, not a scientist per se but
4 I've got pretty good science background
5 and just about 20 years worth of
6 experience in monitoring streams. And I
7 can tell you that the monitoring that
8 we're doing just below the Route 11
9 bridge gives us a clear indication of
10 affects on aquatic life and also the
11 chemical parameters. We don't measure
12 PCBs but we measure other chemical
13 parameters that again, indicate what
14 quality conditions at that site.

15 And we are well aware that anything
16 that we measure in our site is a very
17 strong indicator of influence as coming
18 down from Upper Ley Creek.

19 And one of my questions to the EPA
20 and whoever it is that makes this
21 decision about cutting off the liability
22 at this Route 11 bridge is, did anyone
23 ever study the impacts of PCBs in the
24 entire Ley Creek system? All the way
25 down to Onondaga Lake, which also has

1

Davis

2

been affected by those PCBs. Thank you.

3

MR. CASEY: Thank you very much.

4

Les, how do you spell your last name.

5

LES MONOSTORY: M-O-N-O-S-T-O-R-Y.

6

MR. CASEY: I don't think I'll get

7

this one wrong, Jeff Davis.

8

JEFF DAVIS: Again, Jeff Davis, I'm

9

an attorney with Hiscock and Barclay

10

here in Syracuse, thank you again for

11

coming out in the snow and enjoying our

12

weather. I'm actually here representing

13

a collective group. They are the

14

quote-unquote other PRP's that you

15

mentioned here tonight, Onondaga County

16

and the Town of Salina: Carrier

17

Corporation, Oberdorfer, Syracuse China,

18

Crouse Hinds and our client, National

19

Grid. All of whom, along with Onondaga

20

County and the Town of Salina received

21

notice letters from the EPA relating to

22

Lower Ley Creek. GM did receive a

23

notice letter related to Lower Ley

24

Creek, but as we know they're not going

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to be participating in the clean up.

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Davis

excellent, was probably the best one I've had so far in my many dealings with the GM Alex partners folks dealing on the Proof of Claim side. I think the intent of the connected language and the sites that are immediately adjacent to those that are owned sites, Lower Ley Creek and Ley Creek itself is connected. You can't draw an arbitrary line at Route 11. I understand that it is not under an order, but the intent of the language such is that that contamination that is flowing downstream it is GM related, needs to be cleaned up. And GM and the Fund should provide a source to do that. Thank you.

MR. CASEY: Thank you, Jeff. Okay, I'm going ask you to pronounce your name and spell it for the court reporter.

MR. KANIATAKERON: It's spelled K-A-N-I-A-T-A-K-E-R-O-N. (At first spoke his Native American language). I'll translate. I'm here officially by the first law of the land, the Bear Clan

1 Kaniatakeron

2 mother, she has put the words in this
3 wampum which you've touched which makes
4 you officially part of the happenings
5 here. She has commanded me to inform
6 you that this document that is being
7 presented to all the parties involved is
8 not acceptable. And we are of the
9 Onkwehonwe tribe. We do not have a
10 contract with the United States. We
11 don't have a compact. We don't have an
12 accord. We don't have a treaty. We are
13 of the Onkwehonwe signatory tribe.

14 We are not part of the St. Regis
15 Indian Tribal Council, which is a
16 corporation that seeks protection under
17 New York State. New York State protect
18 or brought them up and created them. We
19 are day and night in our way of
20 thinking, though we have similar common
21 ground. Should they go in the direction
22 and go in this way let it be known they
23 do not speak for us. We are the
24 ancestors, we follow the Great Law.
25 These are canes of authority. This is

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Kaniatakeron

2

our constitution. They are forbidden to

3

grab ahold of what the Council at home,

4

meaning the Council has grabbed ahold

5

of, which is a creation under McKinley's

6

law. That is not acceptable to us.

7

This is our law, this is our

8

constitution. To recite this would take

9

four days.

10

I know that it's come a long ways

11

but you need to go back and tell Obama

12

that we are international. We are the

13

first law of the land. We are over the

14

United States. We are over New York by

15

way of our clan mother. Triable customs

16

and usage, it's worldwide it's

17

international. The language I spoke is

18

the first law of the land, international.

19

We allowed you Europeans to come

20

here and stay on this land. We hold

21

underlying title to the land. We never

22

surrendered it. Any treaty that was

23

made by any Indians out there is not

24

legal because it was not sanctioned by

25

or signed by the clan mother. I am not

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Kaniatakeron

part of the 567 nations nor am I part of
the band counsel in Canada, nor part of
the Triable Council that you mention in
here in your contract.

We are adjacent to the General
Motors' property. What we have to
present to you and share with you is the
truth. And the truth will turn over
your law and it will turn over the facts
that hold up your law.

I will first talk of the domestic
law which you are under, United States
and New York State. You are in
violation of the Articles of
Confederation 2, 6 and 9. I strongly
suggest you go back, you look up 2, 6
and 9 when it comes to your own law.
You will find from the Mohawk River all
the way to Niagara Falls north it's
still intact. Still.

If you are an Indian and you are of
the right character and you do not
belong to the corporation of the United
States by way of a created Tribal

Kaniatakeron

1
2 Council under New York State you have
3 that right. It is a birth right. This
4 is myself, I am the head man, H-E-A-D
5 man, head man. I come here charged from
6 the clan mother, the Bear Clan mother
7 who has instructed me to inform you that
8 General Motors has done a great
9 injustice to the human kind. Total
10 disregard for human life. They need to
11 be held responsible. Obama needs to
12 discipline them. New York needs to
13 discipline them. Letting them off the
14 hook by way of this Chapter 11 is
15 unacceptable. You are charged, from me
16 to you, I command that you go back and
17 you tell your leaders, your superiors,
18 we are the first law of the land. We
19 never surrendered. It's still ours. We
20 are stewards, we take care of the land,
21 the water, the air, no ifs ands or buts.
22 It is charged in us by a Divine Law.
23 The same entity that gave us the
24 constitution is a Divine Law. Your
25 constitution was taken from this. But

1 Kaniatakeron

2 they took out what I had told you
3 earlier, they took out the main
4 ingredient, they took away the power
5 from the people and they put it in a
6 select few to make decisions, and this
7 is where I see this corporation
8 weaseling out.

9 I am not here alone. We did a
10 ceremony this morning. We called upon
11 the four directions. We called upon the
12 spirits that were here before. We asked
13 for their assistance in making this
14 right. Because the way we see it it is
15 wrong. It's a band-aid solution,
16 especially where I come from. And from
17 what I understand here it's just as bad.
18 They propose to leave the cap there.
19 They propose to leave the PCBs there,
20 mercury and anything else that they
21 threw adjacent to our land that we take
22 care of.

23 It's only a hundred feet from where
24 we put our gardens. When I was a child
25 growing up unbeknownst to us they were

Kaniatakeron

1
2 on the high ground and now that poison
3 is coming down, we're eating it. My
4 scars on my face will tell a story. The
5 pain and suffering that GM, I hold
6 responsible. I had to go to school like
7 that. They have a license to kill
8 issued by New York State who also
9 defrauded our people.

10 The United States meaning Obama is
11 responsible for his children. And he
12 needs to discipline them all the way
13 from where he sits all the way down, and
14 the power behind the throne, behind him,
15 his advisers. If they think for a
16 moment that they will escape this they
17 are sadly mistaken. For the ceremony
18 that we put through this morning they
19 will be advised by the spirits. Whether
20 it be by an odor that they know, they're
21 familiar with, of a person that has
22 passed this world, whether it be a
23 touch, whether it be by any other means
24 of the unnatural world to have done,
25 they're here to assist us. They will.

1 Kaniatakeron

2 Make right this wrong. I see it as
3 a wrong. And I do not share that alone.
4 As with these other people do not see
5 this as a right, as I witness now. You
6 need to go back and give the command
7 from the first law. I gave it to you,
8 that General Motors needs to be
9 disciplined. They need to make right
10 what they -- they need to make, how do I
11 say that, correct the wrongs they did.
12 I'm not schooled in your procedures but
13 I know the difference between right and
14 wrong. And from what I understand and
15 what has happened here and from where I
16 come from, definitely wrong.

17 And what burns me, they still got
18 Chevrolet riding down the road, the
19 emblem, still Chevrolet. That's not
20 right. If they're bankrupt they're
21 bankrupt. They're finished. But they
22 got bailed out 50 billion I understand
23 from the United States. Payable by I
24 guess the taxpayers. That's not right.
25 They didn't do wrong.

1 Kaniatakeron

2 It's the elites I'm talking of.

3 Those people need to be brought down to
4 earth. Those people need to be
5 disciplined. And that is the command
6 from the first law of the land, the
7 woman, Divine Law that I carry her voice
8 through here, you touched this. You
9 will perhaps experience something if
10 you're allowed. If you're spiritually
11 connected you will witness perhaps going
12 down the road, look in your rearview
13 mirror, somebody will be there. You
14 move around to look they're gone. It
15 may be a relative. They're not there to
16 harm you, they're there to let you know
17 it is so, it is true. Do what is right.
18 It is real.

19 If you believe in the God, if you
20 believe in a higher power believe what I
21 say to be true. Because it is already
22 acting. You look outside, they're here,
23 they're in this room. You may not see
24 them but you may feel them. You may
25 smell them. It goes on and on. So with

1 Kaniatakeron

2 that I leave you. Heed my words. I've
3 done the best I could to bring the words
4 from my clan mother to you. We have the
5 right to exercise tribal customs and
6 usage, which we are. And remember one
7 thing, I am not part of the corporation.
8 I don't have a social security, I am
9 alive. My heart pumps blood and air to
10 my brain. I'm here. I'm not an
11 illusion. Look up the Articles of
12 Confederation of New York State.
13 They're not here legally it's an
14 illusion. I've already proven it twice.
15 You will be the third.

16 You will find out the truth and the
17 truth will knock down the facts and the
18 lies that you follow. New York allowed
19 General Motors to put their plant there,
20 no regard for human life. They issued a
21 license saying they owned that property,
22 a deed. It's fraud. You'll find that
23 out in Articles 2, 6 and 9. And then we
24 will have to sit down again and find out
25 what the remedy can be. Because as I'm

1

Kaniatakeron

2

here my people are still dying. Their

3

people are still dying. Whether it be

4

by cancer, lungs. And where are the

5

executives of General Motors? What are

6

they doing? They live in the most

7

protected land in the United States. No

8

pollution where they come from, where

9

they live. That has to stop. And it

10

will stop. And the spirits will see to

11

it that they will be stopped one way or

12

the other.

13

We hope that they'll grab onto the

14

peace we offer because it is peace on

15

earth and respect we live by. And it

16

was my duty to inform you so you can

17

inform them that it has begun effective

18

now. And they should do the right thing

19

or their lives will change forever and

20

it won't be nice. That's just the way

21

natural law is. We have the ability to

22

ask for that and we did. We are part of

23

nature and we live with nature and we

24

respect nature.

25

And the document you speak of we'll

1 Kakwerais

2 never accept because it ain't right.
3 It's a band-aid solution as to what
4 they're offering where I come from. To
5 leave that there, a hundred feet from
6 where we live. So that's about it.
7 Take that back and give that back to
8 Obama. I hold Obama responsible and the
9 power behind him to correct the wrongs
10 that were done. Thank you.

11 MR. CASEY: Thank you very much.

12 MS. KAKWERAI: K-A-K-W-E-R-A-I-S.
13 All I'd like to say is that everybody in
14 this room has a mother and a father.
15 And when you were being brought up your
16 mother and father taught you things.
17 Number one, I'm sure they taught you to
18 be honest, to always do what's right.
19 And how did they do that? By example.
20 But what has happened here is those
21 words that you were taught as children
22 somehow is lost because people make
23 laws, like what they're talking about,
24 Chapter 11.

25 General Motors isn't the first party

1 Kakwerais

2 that used that. Chemtra, Monsanto,
3 Hooker, I could go on and on. They
4 forgot what their parents taught them.
5 That was to be honest and to do what's
6 right. So because of that companies
7 like General Motors, because they don't
8 even follow their own law, they don't
9 follow the law. Because if I went and
10 get 22 million cubic square yards of
11 PCBs and dumped it in your yard I'd
12 probably be indicted by the United
13 States criminally.

14 So it's real simple. She talked
15 about Chapter 11. Well, General Motors
16 shouldn't be afforded the right to
17 declare bankruptcy and use the laws of
18 the United States to get away with what
19 they've done. I thought that the laws
20 that the United States made were to
21 protect their people, to make sure that
22 no harm comes to them. But it seems
23 that these papers that they talk about,
24 if you go to their site, 8,441 documents
25 have been filed in regard to this

1 Kakwerais

2 bankruptcy. For them not to address
3 what they really have done. 89
4 properties in the United States is what
5 they're talking about. Like what you
6 said about a line. You think the poison
7 stops at Route 11? I don't know where
8 this is where you're talking about, but
9 the PCBs don't stop at that bridge.
10 They don't stop there and say okay,
11 we've got to stop. No.

12 A person that has a mind, they might
13 not have a doctorate in environmental
14 sciences, they might not be a lawyer,
15 but they have common sense. And what is
16 missing is the common sense that these
17 people like General Motors don't use.
18 They use all these laws to their benefit
19 to get away with murder. That's what
20 they've done. And then we give them a
21 bonus. We give them a bonus. We give
22 them extra money. Here, get back on
23 your feet.

24 And all the toxics things that
25 they've done they're allowed to get away

1 Kakwerais

2 with it. And that is not right.

3 Because the PCBs last thousands of
4 years. The remagnification process of
5 that poison continues. And so as
6 responsible people like what your
7 parents taught you when you were growing
8 up, did they tell you use all these laws
9 to your benefit, make sure you're never
10 responsible for things that you do?

11 Write all kinds of papers up, destroy
12 the earth, go into communities, pollute
13 their land, poison their rivers, disrupt
14 the DNA. And cover it up with papers.

15 Is that what they taught you? Is
16 that what you learned in law school?
17 Was not to deal with what the heart of
18 the issue is? Is the fact that
19 corporations and people went and did
20 these terrible things to the earth. I
21 think it's an injustice with what has
22 happened. It's an injustice.

23 One man spoke about the test that
24 they did. Well, do you know in our
25 community what we're known for? The

Kakwerais

1
2 most toxic tomato on earth. The most
3 toxic Indian tobacco. The turtles are
4 not even born yet. They're in their
5 clutch. And they're so toxic that when
6 the scientists went to check how much
7 poison they had on them they had to
8 dispose of them to a secured facility.

9 Now what's the difference between
10 that scientist and General Motors?
11 What's the difference? The difference
12 is is when you take laws and stuff and
13 you twist it and turn it to suit you, to
14 get away with something. And that's
15 what the \$783 million settlement is all
16 about. It's about being irresponsible
17 for the damage that they've done right
18 across this country. But I guess maybe
19 that's the principle, maybe that's the
20 principle, maybe I have it wrong. Maybe
21 that's the principle that the United
22 States wants the world to know. Poison
23 the land, poison the people, destroy
24 everything, and then file Chapter 11.

25 But before you do that what we'll do

1

Kakwerais

2

is we'll give you all this extra money

3

and you can make a new company. And

4

then we'll make all the citizens pay for

5

it. I think that's wrong. And I don't

6

think that's what most parents, mothers

7

and fathers taught their children. I

8

believe that mothers and fathers taught

9

their children to do what's right. To

10

do what's right.

11

And one of the concepts that we have

12

a difference on, as Onkwehonwe people is

13

that we look at the earth as our mother.

14

Some people might think oh, those people

15

they always say that. But it is. She's

16

a life giver. Because if she stopped

17

working and giving life for one day you

18

people would be in trouble. And I

19

believe she deserves the respect that

20

all that she's given, all that she's

21

given to the people in this country she

22

deserves respect. And if it was your

23

mother and she was all full off poison

24

would you say keep it there? Cover it

25

up? Is that the decision you'd make?

1

Kakwerais

2

And that's the part where you have to

3

search inside. And you have to do

4

what's right. And what they're doing is

5

wrong.

6

And where is all the people that are

7

impacted? Where is all those people?

8

General Motors is fully aware, they know

9

what they did. But they, as they said

10

they got rid of their toxic assets.

11

That's right. And the responsibility.

12

\$783 million isn't going to do it. It's

13

not going to do what's right. So maybe

14

what we should do is we should tell all

15

our people to do what's not right. Is

16

that that what the message should be?

17

Should we go out there and tell all our

18

people don't do what's right, do like

19

General Motors.

20

Go out there, rape, pillage, and

21

destroy the earth. And then the United

22

States is going to give you a pass. Is

23

that the principle? Is that the legacy

24

that we want? Because PCBs doesn't

25

distinguish. It doesn't say I'm going

1

Kakwerais

2

to go after you and I'm not going to go

3

after you. It doesn't do that. It goes

4

after everyone. And it destroys them.

5

It affects their ability.

6

The Michigan fish study. They

7

concluded a study of people around Lake

8

Michigan because they were concerned

9

about the PCBs. Why? The United States

10

made a law banning their use. Because

11

they were so bad they made a law. So

12

what happened after that? Even though

13

they made a law and said you can't use

14

it no more because it's so bad it has

15

already impacted a lot of people. And

16

it affects the cognitive abilities of

17

our children, that what they could

18

ascertain in life will be changed once

19

they're exposed to that.

20

So I don't believe that people that

21

did those kind of terrible things should

22

be afforded a pass under Chapter 11 and

23

not made to take responsibility for what

24

they've done. And I'm sure whether it's

25

Akwasasne, Salina, Kentucky, Missouri,

1

Kakwerais

2

Michigan, they did the same thing. They

3

did the same thing. And for that I

4

don't think that we should agree or that

5

the United States should agree that they

6

should be given a blessing for all what

7

they've done. It's not right.

8

People in general are having hard-

9

ships across this country. People are

10

getting thrown out of their houses and

11

thrown into the streets. Some people

12

don't have a job. They worked for 30

13

years for a company. They don't have

14

anything. Is anybody running to help

15

them? Is anybody putting their hand out

16

and grabbing them and saying, lifting

17

them up and saying, I'll help you? I'll

18

try to help get you a job. Those is how

19

we have to look at it.

20

What is the difference between the

21

regular person in this country and

22

General Motors? There is no difference.

23

But to the United States I believe there

24

is a difference. They view them very

25

differently. And I think it's wrong,

1

Kakwerais

2

it's very wrong all those papers. How

3

much money did they spend on that? And

4

they never went and talked to the people

5

that are adversely affected. So what

6

I'm saying is that if people have, were

7

brought up, brought into this world by a

8

man and a woman, which is your mother

9

and father, they told you to do what's

10

right. And those are principles that I

11

think should be followed.

12

And General Motors should be not

13

allowed to do what they've done. And be

14

given a bonus at that. Because we have

15

to look at it way ahead. Just like I'm

16

sure your parents, your mother and

17

father, I'm sure they wanted to see

18

seven generations of your family. Well,

19

that's how we were taught. That what

20

actions we do today that we have to look

21

seven generations ahead, that it's not

22

going to harm them.

23

But people like General Motors and

24

Monsanto and all these companies they

25

didn't look seven seconds ahead.

1 Kakwerais

2 Because all they looked at was profit.
3 They didn't look at the harm that it was
4 going to create. They are the most
5 irresponsible people on earth for doing
6 what they've done. And now the sad
7 thing is is that they want to ask,
8 they're asking for your approval to give
9 them a pass on this. And I don't think
10 it's right. It's wrong.

11 And so for that I believe that these
12 people that are sitting here with the
13 Department of Justice they went to law
14 school. She talked very well about this
15 bankruptcy, like people said she made me
16 understand a little bit better, secured
17 and unsecured assets and this and that
18 and who's first and who's last and who
19 might not get anything.

20 Well, I'm sure if you look through
21 their judicial system you'll see that a
22 lot of people that have done less to
23 harm the earth, never even harmed the
24 earth, maybe some of them are in jail
25 for 45 years. But people that have

1

Kakwerais

2

harmed the earth and harmed millions are

3

being helped by the United States. So I

4

think that they have a responsibility to

5

do what's right. And like I said

6

earlier that there is other people too

7

in other places that have something to

8

say.

9

Because these people, General

10

Motors, they went and they had no

11

respect for anything. They just went

12

and dumped all that poison. And now if

13

you read in the paper they're so proud,

14

they're almost getting to zero waste at

15

their facilities, zero waste. What

16

about all the waste that they left

17

behind? They've got to be responsible

18

for that. They destroyed the water, the

19

air, the land and the minds of the

20

people.

21

And I don't think that they -- this

22

reminds me like a Ponzi kind of thing

23

is, you know that Madoff guy, he scammed

24

all these people. That's what that

25

reminds me of. Because that's what they

1 Kakwerais

2 did, they scammed everybody. They got
3 rid of thousands of jobs and shipped
4 them off to other countries so they
5 could maybe pay them \$3.00 an hour. But
6 they did it legally. And I believe that
7 this government has to be responsible
8 and they have to look at what's fair and
9 just. That's why they say they're the
10 Justice Department. Well, let's see if
11 they're just.

12 Because justice is supposed to be
13 for all, for everyone, we're all
14 supposed to be equal. No one person is
15 above the other, nobody. That's natural
16 law. And let's see if there is justice
17 in this country or is there only justice
18 for people like General Motors, Chemtra,
19 Monsanto, all those people.

20 So I am a hundred percent as I said
21 before, against the proposed settlement.
22 Because all it does is let General
23 Motors off the hook, and it's kind of
24 like a Ponzi scheme of papers. 8,000, I
25 think 8,441 documents. You can go on

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Kakwerais

the computer and take a look. And they should not be allowed to not address Route 11 bridge and all the other places that they've done that to. They should not be allowed to be let off the hook. And they should be responsible the same way as our parents taught us when we were children to do what's right, not to do what's wrong for profit. Because they've profited on the backs of many people. And I think it's wrong.

MR. CASEY: Thank you very much.

And on behalf of D O J, US Attorneys Office Southern District of New York, EPA Region 2, and everybody here I personally want to thank you for coming out. I know the weather is pretty bad tonight, even for you folks that the live here. But I appreciate your coming out, I appreciate your comments. I've learned a lot. I really appreciate the tribe coming and the extraordinary comments that you made. Everybody else from the County, from the public, from

1 Casey

2 the local citizens groups, from the
3 lawyers, from some of the scientists and
4 even the press, appreciate all your
5 comments. These will all be put in the
6 record and we will review that and it
7 will be considered in the United States
8 decision whether we will go forward and
9 approve the settlement or whether we
10 will withdraw from the settlement.

11 Thank you very much. It's 8:21 is there
12 any other questions? Yes?

13 MR. KANIATAKERON: Jonathan Miller
14 who we were going up with for 23 years.
15 You need to get ahold of him he's a
16 lawyer from the Franklin County. He, at
17 the end of 23 years of the legal battle
18 to prove that this is not legal in New
19 York State will answer questions that I
20 brought forth, and he's a Franklin
21 County attorney for Malone.

22 MR. CASEY: Great, thank you. My
23 brother lives in Franklin County. Thank
24 you everybody.

25 KAREN KUCHARSKI: GM needs to clean

Kucharski

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up all of Ley Creek, and whatever damage
has arisen from it. The watershed
depends on every part being clean,
healthy, and properly maintained. Just
as a car cannot have just its outer
frame to run as a cohesive entity.
Please see the bigger picture, GM.

[Conclusion of Public Meeting at 8:25]

* * * *

REPORTER'S CERTIFICATE

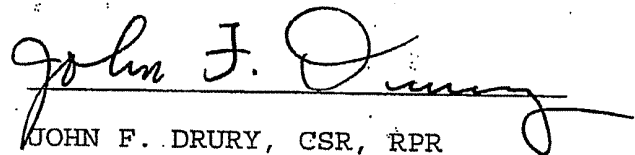
I, JOHN F. DRURY, Court Reporter and
Notary Public, certify:

That the foregoing proceedings were taken
before me at the time and place therein set forth, at
which time the witness was put under oath by me;

That the testimony of the witness and all
objections made at the time of the examination were
recorded stenographically by me and were thereafter
transcribed;

That the foregoing is a true and correct
transcript of my shorthand notes so taken;

I further certify that I am not a relative or
employee of any attorney or of any of the parties nor
financially interested in the action.


JOHN F. DRURY, CSR, RPR

Notary Public

Submitted by Mark Nicotra
Town Supervisor
Town of Salina
To the Department of Justice
12/15/10

Good evening, my name is Mark Nicotra. I'm the Town Supervisor for the Town of Salina. I would like to read a brief statement on behalf of the Salina Town Board and our taxpayers. I also have a prepared written statement that I would like to submit to you now which contains the full extent of the Town's comments to the proposed Settlement Agreement.

General Motors abandoned our Town in the late 80's. It not only left behind thousands of unemployed workers, a devastating impact to our tax base, and untold difficulties to surrounding businesses, it left behind a huge environmental liability that has already cost our Town taxpayers thousands of dollars, and potentially, millions of dollars into the future.

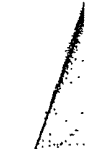
No one disputes that General Motors dumped substantial amounts of hazardous substances and waste in our landfill and water bodies. Although GM abandoned our community long ago, its actions continue to negatively impact our Town economically, as well as environmentally.

The Settlement Agreement we are commenting on today could go a long way toward addressing some of the negative economic and environmental impacts that GM has left behind. Unfortunately, I believe the mistakes of the past will be compounded by mistakes set forth in this proposed Settlement Agreement.

And these mistakes are clear. The Agreement sets an arbitrary line at the bridge at NYS Rt. 11 for the purpose of limiting compensation under the trust fund, notwithstanding the voluminous data collected by the United States Environmental Protection Agency and the NYS Department of Environmental Conservation proving that GM's Inland Fisher Guide facility has contaminated the entirety of Ley Creek.

Nevertheless, according to the Settlement Agreement, the trust monies can be spent east of that artificial line, but not west of it. THIS IS A MISTAKE. To spend the money east of the bridge at Rt. 11 will be duplicative of past remedial efforts and a waste of the environmental trust funds.

The Agreement further bars the Town and the State of New York from receiving millions of dollars in compensation to address the cleanup of GM's hazardous wastes generated at the Inland Fisher Guide facility, which are now located at the former Town of Salina landfill site.



The former GM facility is now thriving again with hundreds of jobs from multiple companies. The Town, together with our partners in the State and County, worked to turn the bad economic situation left to us by GM into a positive result for our community. We now respectfully request that the federal government do the same for the negative environmental conditions GM has left in our community.

Clearly, the signers of the Settlement Agreement recognized that there are problems down stream from the Inland Fisher Guide site. They identified Upper Ley Creek as a potential site where funds can be spent. Unfortunately, this is not where the problem only exists. It exists for the entirety of Ley Creek; both upstream and downstream of the NYS Rt. 11 bridge.

Moreover, the Settlement Agreement must be modified to permit the Town and the State of New York to be compensated for GM's liability to the former Town of Salina landfill site. The environmental data collected by both federal and state environmental agencies prove there is no legitimate basis to exclude GM's liabilities to Lower Ley Creek and the landfill site from compensation under the \$641 million Environmental Trust Fund the proposed Settlement Agreement will create.

In short, this Settlement Agreement does not properly take in to consideration the actual environmental problems GM's Inland Fisher Guide facility has created in the Town. It is a cookie cutter solution crafted in the halls of Washington and Albany to a global problem which ignores EPA and DEC's actual knowledge of the contamination caused by GM in this community.

We're not asking you to spend more money, we're just asking you to spend money in the right place, and listen to those local, EPA and DEC officials who are well versed on the lasting impacts of the GM facility.

Just to sum up...money has already been spent to cleanup the GM Inland Fisher Guide facility. Why are we duplicating those efforts when there is a need for cleanup action at Lower Ley Creek and compensation for GM's liability to the landfill site?

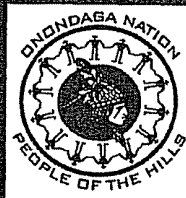
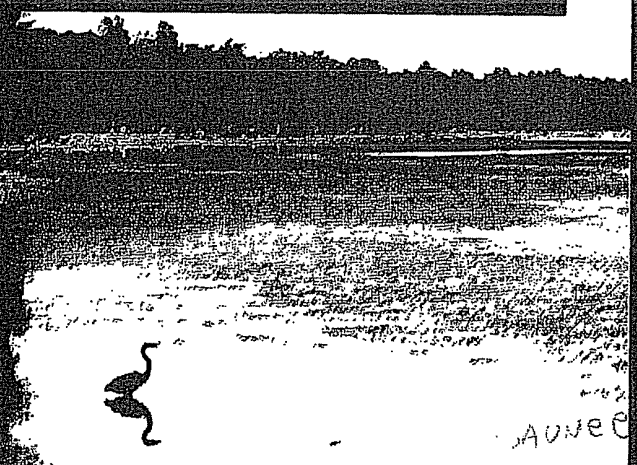
Let's do this right the first time so that this does not get revisited in future years.

We don't want some government agency coming back to the Town of Salina in the next several years years telling us that we need to cleanup contamination that was caused by GM. The taxpayers of Salina can not, and should not, be expected to shoulder the burdens for GM a second and third time.

Please listen to us. We are grateful that you have recognized GM's responsibility to our community. We are grateful that you have required GM to set aside money through the Environmental Trust Fund to fix their problems.

All we ask is that you now direct the money to fix the right problems, not problems that have already been addressed. Please let's use some common sense.

THE ONONDAGA NATION'S
VISION FOR A CLEAN
ONONDAGA LAKE





The People

From time immemorial, our ancestors lived near Onondaga Lake. The Lake, its waters, plants, fish, shore birds, and animals are an intrinsic part of our existence.

Long ago, the Peacemaker brought together the five Nations on the shores of Onondaga Lake to bury the weapons of war and form our government. The Grand Council of the Haudenosaunee Confederacy continues to this day to meet at Onondaga.

The Lake is the living sum of everything in its watershed: the fish, the people, the plants, the soils, the tributaries. Onondaga Lake provides water which should be safe for drinking. Fish and birds make their home in and around the Lake. Food and medicinal plants grow along the shores of the Lake.

The Lake was a place for people to fish and hunt. It was a place for children to play and swim and learn. Delegations would arrive at Onondaga for Confederacy meetings by traveling along the Seneca River to Onondaga Lake.

We are carrying out our responsibility to the Lake. We have our own name for the Lake, one which conveys the respect and sacredness of the place and the proper relationship with it. Someday we hope to share this name with our neighbors.

We will work to remove the contamination from the Lake and surrounding land. We will be sure that the Lake is clean enough to drink the water and eat the fish, and clean enough for children to play and swim in the water. We will strengthen our culture and restore our trust in the Lake. We will take our children and grandchildren to important places around the lake and teach them the proper names and stories for them.

On this we agree.



The Earth

The lands around Onondaga Lake are continuing to carry out their duty to Mother Earth, to all things of creation, and for this we are truly thankful. Minerals present in the soils and rocks nourish life. Rich organic wetland soils provide a home for many different plants, trees, shrubs and a wide variety of birds and other animals. Other plants and animals live on the uplands. Groundwater moves through the soils and the glacial deposits beneath, through the bedrock.

Before the pollution was emptied onto the land, the lands were doing what they were supposed to do. They had mineral wealth, stable geology, complex geomorphology, healthy wetlands, and benthic sediments. In everything Mother Earth was supposed to have been present. The Lake bottom was rich with life. The soils around the Lake filtered and cleaned the groundwater which provided clean water to the Lake.

The Land needs to be healed in order for the Lake to be healed. We will clean and restore the land around the Lake. Contamination of the land will no longer pollute the groundwater that flows to the lake, because the wounds of Mother Earth will be cleaned out so that she can heal. Contaminated soils will be cleaned to the point that the full and proper relationship with the land by people, plants, and animals may be resumed again. Groundwater will flow clean. The land will no longer be smothered by acres upon acres of waste.

On this we agree.



The Fish

We thank the fish for their presence in Onondaga Lake. Onondaga Lake has always been their home, and we know that native fish have been absent from the Lake.

Fish provide food for people, for birds and for other fish and animals in the Lake. Migratory fish connect the waters of Onondaga Lake to its tributaries, and to the Seneca River and the Great Lakes. Fish use and live in the sediments of the Lake and with the large and small invertebrates form communities with the plants that transform the lake environment.

We will work to restore native fish to Onondaga Lake and its tributaries. The fish will be safe to eat in quantities that sustain life and the Onondaga lifeway. Native fish will return and thrive, including whitefish, Atlantic salmon, horned dace, brook trout (not brown trout), sturgeon, and eel. We will restore the habitat for the native fish, and manage the habitat, including the invasive species that are present, so that the fish will thrive.

On this we agree.



The Plants

We are thankful to the plants around Onondaga Lake, which are still performing their duties. Plants provide food and medicine for the people. Different plant communities provide habitat around and in the lake: water plants, wetlands, emergent wetlands, trees and shrubs. We will work to be sure that the native plants of the area will be found around the lake. In order to heal the lake, the species that originally existed in symbiosis with the lake must be restored. We will restore the relationship between people and plants, so that medicinal plants can be honored and used and will thrive. We will honor the changing climate in restoring the lake, so that native species and varieties that have thrived in slightly warmer climates will be present, and we will manage invasive species responsibly.

On this we agree.



The Waters

We are thankful that the waters of Onondaga Lake and its tributaries are still performing their duties. Water is the source of life. The lake reflects the sky, and its beauty refreshes the people. The water of Onondaga Lake provides fish, birds, and other animals small and large with a place to live. The water can be used for drinking, and for making medicines and foods.

The waters of the Lake will be restored. People will drink the water and everyone, especially children, will swim and play in the Lake.

The waters of the Lake will be reconnected with the surrounding wetlands, and the wetlands themselves will be restored. In this proper relationship the wetlands will help guard against any future pollution.

When the rain falls in Onondaga Lake's watershed, it will follow the natural cycle of water: collection and use by plants, people, and animals, and infiltration into the ground to replenish groundwater and aquifers that slowly make their way through the ground to the streams and rivers that flow to Onondaga Lake.

We will use green infrastructure, such as vegetated roofs, rain barrels and cisterns for rainwater harvesting; and permeable pavement, green street design, rain gardens and swales to let the water reconnect to the ground. We will prevent both non-point-source pollution from runoff as well as point source pollution from combined sewer overflows. There will be no more sewer overflows into the tributaries of the Lake.

The long history and damage to the Tully Valley from the salt solution mining will be addressed and the root causes will be corrected. Mudboils will no longer pour sediment into Onondaga Creek. The Creek will flow through the Onondaga Nation to Onondaga Lake with clear waters once again.

On this we agree.



The Food Plants

We are grateful that there are wild foods around the Lake. The land around the lake gave us wild foods that our people used daily and enjoyed before they became unsafe or disappeared. In upland gardens we grew the Three Sisters: corn, beans and squash. Berry plants fed people and children while they were at work and play. Wetland plants such as cattails provided tubers and pollen. These foods give nourishment for strong bodies and minds.

We will clean the land around the lake, so that traditional plantings and gardens can be restored. Corn, beans, squash, berries, and fruit trees will be planted not just for us, but for all creation. Native wetlands will be restored and will include food and medicinal plants. We know that the food and medicinal plants will help the land.

On this we agree.



The Animals

The animals around Onondaga Lake are carrying out their responsibilities, though not all are still present. The Bear, Wolf, Turtle, Deer, Eel, Hawk, Beaver, Heron, and Snipe clans of the Haudenosaunee have a deep relationship with these animals, birds, and fish.

The animals know their responsibility to all of creation. Some of them even sacrifice of themselves their lives so the rest of creation can go on. The rabbits feed the wolves. The wolves feed the land. The great cycle will go on. And we are part of the cycle. We will eat the fish and the rabbits and use the fur of the wolf, and this is part of the cycle. This is how it is meant to be.

We will clean the land around the lake so that all of our brothers and sisters will be able to thrive. Deer, and perhaps even moose and elk will browse on the uplands. Turtles, salamanders and frogs will breed in the waters in and around the lake. Insects will be found in diverse abundance and will provide healthy food for the animals that rely on them. Shrews, moles, voles and mice will be able to create safe homes in the upland soils. Otter, mink, muskrat and beavers will return. Eels will be restored to Onondaga Lake. Bears and wolves will visit the lake.

On this we agree.



The Trees

We are grateful to the trees around Onondaga Lake that are still growing and carrying out their responsibilities. The trees are a fundamental part of our relationship with the land around Onondaga Lake. They represent how we should live our lives and protect the land and people. The land around Onondaga Lake once supported black ash, cedar, willow, elm, butternut, red maple, chestnut, tamarack, and others.

We honor the maple as the Leader of all trees. The sugar maple is the source of sap, important for ceremonies and sustenance. Black Ash gives us material to make baskets. Butternuts give us food. Willow gives us medicine for headaches. American Elm provides medicine, and bark for housing, cooking utensils and ceremonial objects.

We will restore native trees around Onondaga Lake, and work to keep them healthy. We will try to prevent Dutch elm disease, and protect ash from emerald ash borer. We'll protect the sugar maple from the Asian long horned beetle and other threats.

We will make sure that we create an environment adequate for the trees to help with the cleanup. Poplar, basswood, and other trees take up and destroy organic compounds, and lock up metals so they are inaccessible. We will use these trees to help us as we work to restore the Lake.

On this we agree.



The Birds

We give thanks for the birds, both the birds that should be at the Lake and the many birds that are there. We celebrate the eagle's flight, the osprey's catching fish, and the songs that the songbirds sing so our souls may be uplifted.

We empower ourselves to restore the habitat and provide housing for the birds while the Lake and the land around it recovers. Our children will build nest boxes, for ducks, robins, bluebirds and other birds. We will be sure that wetland, shoreline and upland habitat is suitable for the native birds that once lived on and around Onondaga Lake.

We will listen to the birds in order that we will know when the Lake is clean. Herons, bitterns, snipes, ospreys, sandpipers, plovers, and other wetland and shorebirds will find a home along the shores of Onondaga Lake. Upland songbirds, bank and tree swallows, flycatchers, kingfishers, eagles, ospreys, owls and hawks will be protected and restored.

On this we agree.



The Four Winds

We celebrate the Four Great Winds. We know that the winds will challenge us to live upon this land. The north wind will challenge us with cold winters so that we must prepare to survive using animals and trees, but warm south winds will come and make earth fruitful for us. East and west winds have duties at sunrise and sunset.

We will show concern for the airshed around the Lake. We will continue to monitor the winds and empower ourselves to clean up all the other areas that add contamination to our lake. We will consider using wind power to fuel the cleanup of the Lake, but we will be sure that it is on a small scale, so that the birds are not harmed. Weather changes will affect storm water runoff to the Lake, and pollution control measures will be designed to account for these changes. We will honor the contributions of the wind.

On this we agree.



The Thunderers

The Thunderers are the voices of the grandfathers. The Thunderers bring the first rains of spring to wake up the world. The rains replenish the water of Onondaga Lake and purify the air around us. They also stab the earth with their lightning bolts to keep under the ground those things that should remain there. The grandfathers have not been consulted about the mining of salt from the Tully Valley or the limestone from the Jamesville Quarries, and they have warned us to be vigilant around these activities.

We acknowledge that we have not heeded the Grandfathers' warnings. We will clean up the land around the lake that has been harmed by the waste from the salt and the limestone. We will work to correct the subsidence, the mudboils, and the fissures in the Tully Valley. We will remove the waste material that was deposited in and around the Lake. We will restore the balance that the grandfathers warned us against disturbing.

On this we agree.



Grandmother Moon

Grandmother Moon is the mother of Mother Earth, the leader of all women, and the bringer of children. Water and reproduction are intrinsically linked, and a healthy water ecosystem leads to healthy children and people.

Grandmother Moon has the ability to move all the waters of the world. She gives us the waters of the first environment, the womb. She moves the waters and the tides, and even the small tide of the Lake. Signals to the fish that its time to breed.

We will work to restore the balance of the waters for the people of future generations, so the water is free of PCBs, dioxins, and mercury in the water are that linked to reproductive problems. Balance will be restored between the waters and the people for future generations of women. Onondaga Lake will be part of an environment clean enough for healthy babies to be born under Grandmother Moon.

On this we agree.



The Sun

Our elder brother the sun provides warmth and energy for the plants and animals of Mother Earth. He warms the face of Mother Earth. We show our respect to our elder brother by giving thanks in the morning and evening. Plants welcome the sun, and it brings joy to children as we play. The sun gives us energy. We can transform this energy in many ways, by growing food, or by making electricity using photovoltaic cells. The sun's warmth creates a thermocline in the Lake that keeps the layers of water in the lake from mixing at certain times of the year, and lets them mix at others.

There are things we can do to help the sun carry out its duty. Due to global warming, the sun's rays are reaching the earth in ways that are harmful to all of us. Global warming and the sun's rays affect the life cycles of fish within Onondaga Lake and will change the habitat so that different plants and animals will thrive along its shores. We will work to lessen the impacts of global warming. With our plantings around the Lake we will provide shade along shorelines for fish to take refuge in, and places for animals to take refuge. When we construct the habitat layer at the bottom of the Lake, we will build ledges deep in the water where fishes can hide. Whatever populations of plants, animals, invertebrates and other living things come to inhabit Onondaga Lake as a result of changes in the warmth of the sun, they will not be limited in their ability to thrive by the presence of human induced contamination.

On this we agree.



The Stars

The stars show us the way. The stars add to the waters of the world. We can see them in the dew in the morning on the grass. They are our aunts and uncles and they shine on the surface of the world and foretell great events. They give us the awe and splendor of the evening. They instruct us when to plant.

We will work to minimize the effects of light pollution so that we will be able to clearly see the stars above Onondaga Lake. We will restore the relationship of people to stars. When people are able to see the constellations and they will know when it is the correct time for planting, and other things. We will protect animals in and around Onondaga Lake from light pollution. We will follow in the footsteps of the Dark Sky Initiative and install lights which shine down, instead of up, on the targets of safety and security, people and property, and use the least energy necessary. People will have a strong relationship with the stars above Onondaga Lake because they can see and learn from them.

On this we agree.



The Enlightened Teachers

Throughout history, Enlightened Teachers have brought wisdom to the people.

The knowledge of the teachers is widespread. Onondaga Lake itself is a teacher of great wisdom. We have to listen also to the small voices in our communities because they bring forth great wisdom. The small-minnow is also a teacher. It is a small voice, but can tell us a lot about the environment.

Through all of the studies that we are doing around Onondaga Lake, these enlightened teachers are telling us about the Lake. They will give us the prudence we need to make sure that the tasks we want to do are done well. They give us joy. A teacher is a joyful person because the teacher tells us the stories that lighten the heart and make learning easy. The teachers will help us see the joy in the world around us, by their experiments and their studies. We will encourage the enthusiasm of the teachers of the world, to communicate that wisdom to us and to our neighbors. We will store the wisdom of the elders and make sure it can be held and passed on for generations to come. That will be the beauty of this work to heal Onondaga Lake.

On this we agree.



The Creator

Onondaga Lake is central to the Onondaga Nation's aboriginal territory, and is deeply sacred to the people of the Onondaga Nation. Beauty and tranquility are gifts of the Creator. The rhythms and cycles of a healthy lake cause the people living around it to reflect on the rhythms and cycles of their own lives. The Lake will take care of the Community just as the Community will take care of the Lake.

We will continue to strive for innovation and creativity in cleaning up the Lake. By being creative we show the Creator that we are learning what our responsibilities are. We don't show that we are responsible by doing the same things over and over, but by being innovative. We will bring our best minds to correcting and restoring Onondaga Lake.

We have now arrived at the place where we end our words. We would also invite all things of creation that can help us with our effort to clean up Onondaga Lake. We give thanks to all things of Creation. Of all the things we have named, it was not our intention to leave anything out. If something was forgotten, we leave it to each individual to send such greetings and thanks in their own way.

Now that we have said this, we will bring together all of our best thoughts, best knowledge and best understanding to send to the creator of all things for the beauty that surrounds us. All of this is to remind humanity of our relationship to all living things.

On this we agree.

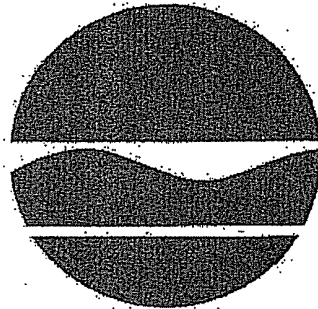
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FOURABLE

New York State Department of Environmental Conservation
Division of Hazardous Waste Remediation
50 Wolf Road
Albany, NY 12233-7010

GENERAL MOTORS CORPORATION - INLAND FISHER GUIDE
(Inactive Hazardous Waste Site #734057)

104(e) SITE SUMMARY REPORT

Onondaga Lake Project



June 1996
Final

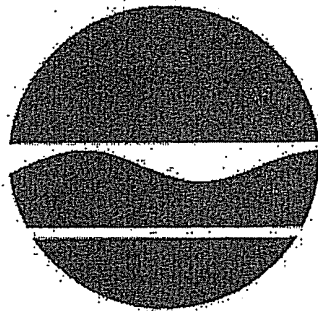
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104(e) SITE SUMMARY REPORT

Onondaga Lake Project



June 1996

Final

**General Motors Corporation - Inland Fisher Guide (GMC-IFG)
104(e) Site Summary Report**

The GMC-IFG Onondaga Lake 104(e) Site Summary Report addresses only some of the areas of concern the Department understands exist at the GMC facility. This report is not meant to be an all inclusive representation of the contamination that exists on and off-site due to past and present operations at the facility, but presents information sufficient for the Department's determination of the site's Onondaga Lake National Priorities List (NPL) sub-site status. A remedial investigation and feasibility study will need to be completed at the facility to determine all of the areas of concern.

I. Site Description

A. Location - The GMC-IFG facility is located on approximately 85 acres at 1000 Townline Road in the Town of Salina, Onondaga County, New York.

1. **Local Surface Hydrology** - Surface water runoff for the most part is collected by the storm sewer system or discharges to Ley Creek which is located just north of the facility. Ley Creek flows from east to west and eventually discharges into the northeastern shore (adjacent to Carousel Mall) of Onondaga Lake.

2. **Local Geology and Hydrogeology** - In general, subsurface stratigraphy is characterized by fill materials overlying lacustrine sediments which in turn overlie till. The fill materials include reworked native materials as well as construction debris. According to a February 1986 Phase II Hydrogeologic Investigation by EDI Engineering Science (EDI), fill materials at the facility range from 6 to 10 feet in thickness. According to a September 1985 Hydrologic Investigation by the same consultant, the thickness of lacustrine sediments were noted to generally increase in a northeast direction with values ranging from 5 to 25 feet. In addition, the upper surface of the lacustrine unit appears to decrease approximately 20 feet in elevation from the south side to the north side of the facility.

B. Owners and Operators

Provided below is the chronology of GMC's operations at the Townline Road Facility:

1910-1961	Brown-Lipe-Chapin Division [From 1910-1952 this division operated at the Marcellus Street Plant. (site #734022, delisted)]
1961-1968	Turnstead Division
1968-1984	Fisher Body Division
1984-1989	Fisher Guide
1989-1993	Inland Fisher Guide
1993-present	North American Operations

C. Nature of Operations

The plant manufactured metallic automobile parts until 1973. Processes included plating, buffing, forming and finishing of the metal vehicle parts. From the early 1970's until 1992, the plant's operations included the manufacturing of plastic body and trim components for automobiles. Manufacturing processes used included injection molding, painting and assembly of the components. Manufacturing at the facility ceased in 1994.

D. Materials Used

Approximately 80 million lbs/yr of plastic were used from 1973-1992. Nickel, copper and chrome were used in plating operations until 1973. Aluminum sulfate, polymers, sodium hypochlorite, lime, caustic soda and sulfuric acid were used as part of the wastewater treatment plant operations. Other materials used at the site included paint, paint thinner, trichloroethylene (TCE), tetrachloroethylene (PCE), xylene, ethylbenzene, and oil (including hydraulic oil containing PCBs).

E. Disposal of Hazardous Substances or Hazardous Wastes

1. Types/Characteristics/Quantities

Wastes contaminated with heavy metals and PCBs were generated through the manufacturing of steel automobile parts. Buffing sludges were generated from 1956-1973 (wheel discs) and from 1956-1972 (castings). Injection molding and the painting of plastic parts, which involved the use of hydraulic oils containing PCBs, resulted in the generation of PCB contaminated paint sludge. Waste solvents were also generated as part of these processes. Fly ash was generated in the powerhouse from the combustion of coal to produce steam. Other wastes generated which needed disposal were TCA, TCE, grease, xylene, toluene and ethylbenzene.

2. Disposal Locations/Areas of Concern (On-Site and Off-Site) and Contribution to Other Potential Subsites

a. Areas of Concern - The following describes a number of the areas of concern at and adjacent to the facility:

The industrial waste sump was installed in 1963, and received process wastewater generated by the facility. This wastewater previously discharged to Ley Creek. The sump was determined to be a major source of PCB Aroclor 1248 releases to the environment. Overflow from the sump previously discharged to the lagoon prior to 1985.

Underground thinner tanks and abandoned thinner lines contained xylene, toluene and ethylbenzene. The thinner lines extend west from the manufacturing building to the thinner tanks. In 1985, an excavation in the area revealed that a thinner tank had ruptured. This discovery resulted in a Consent Order between the Department and GMC, and an construction of an ongoing collection and treatment system.

Underground oil and reclamation sumps were installed between 1972 and 1978. The sumps collected PCB contaminated hydraulic oil for reclamation. Based on sampling performed beneath the building, the Department believes that leaking from the sumps has resulted in a significant accumulation of oil beneath the building.

Storm sewers were installed at the facility in 1952, were modified in 1965 and 1975, and were replaced in 1985 (eastern portion of the facility) and 1988 (western portion of the facility). Investigations of the storm sewers inside and outside of the plant discovered oils within the storm sewers and in the groundwater. Two primary interior storm sewer branches were found to contain free floating oil contaminated with PCB Aroclor 1242 at concentrations as high as 1400 ppm. Storm sewers discharged to Ley Creek via outfall 002 without treatment prior to 1985. The new storm sewers, those constructed in 1985 and 1988, do not go to the WWTP and continue to discharge to Ley Creek via Outfall 003. The old sewer system still collects PCB contaminated oil and discharges to the interceptor sumps which are part of the WWTP system.

Underground oil storage tanks were located throughout the manufacturing building. They were installed from 1972-1975 and were sealed from 1980-1983. The tanks stored PCB contaminated hydraulic oils on a temporary basis during major repairs of equipment.

Other areas of concern which will need to be addressed further in the RI/FS include the Past Landfill, the drum storage areas, the Powerhouse sump, the incinerator area and several other Solid Waste Management Units (SWMUs).

b. METRO - As of December, 1986, the facility has discharged treated wastewater from the on-site WWTP to METRO, except under emergency conditions. Sanitary waste is also discharged to METRO.

c. Other - Ley Creek was dredged in 1970 (7th North St. to Rt. 11), 1971 (7th North St. to Onondaga Lake), 1975 (Townline Rd. to Onondaga Lake) and 1983 (Townline Rd. to Rt. 11). Ley Creek Dredgings are contaminated with PCBs (1242 and 1248) and are located on GM, Onondaga County and Niagara Mohawk property. The volume of the dredgings is approximately 100,000 cubic yards. It has been determined that the GM facility has contributed to the PCBs in the dredgings. These PCB contaminated dredgings are listed on the New York State Registry of Inactive Hazardous Waste Sites as a "Class 2" site (site #7-34-044).

F. Status of Regulatory Involvement - The Department has entered into a number of consent orders with GMC. Following are summaries of these consent orders:

A February 2, 1981, Consent Order requiring the payment of a \$1,000 penalty by GM for SPDES violations at its combined 001 and 002 outfall (File No. 7-0383).

An August 7, 1985, Consent Order to address the site discharge of water into Ley Creek. For PCBs, the limits are 2.0 ppb for Aroclor 1242 and 4.0 ppb for Aroclor 1248.

An August 12, 1985, Consent Order requiring the investigation of PCB contamination in soil and groundwater in the Ley Creek area (Consent Order #9-88 [case #7-0383]; site #7-34-044).

A February 18, 1986, Consent Order requiring the payment of a \$1,900 penalty by GM for SPDES violations and requiring a groundwater investigation for solvent contamination (Index No. R7-0002-85-05; site #7-34-044).

A November 19, 1987, Consent Order requiring a field investigation program be conducted at the Ley Creek Dredgings inactive hazardous waste disposal site (Index No. A7-0129-87-09).

A June 15, 1989, Consent Order requiring the excavation and transport of PCB contaminated soils from the Meadowbrook Basin. These soils were disposed of at the facility (Index No. A7-0193-09-07). The holding pond and the lagoon (impoundments #1 and #2) were closed and covered in 1989.

A May 23, 1991, Consent Order requiring the development and implementation of an RI/FS at the Ley Creek Dredgings inactive hazardous waste disposal site (Index No. A7-0263-91-05). The Remedial Investigation has been approved and a Draft Feasibility Study has been submitted to the Department.

A June 10, 1991, Consent Order requiring a PCB removal pursuant to the implementation of an IRM at Onondaga County's sewer pipeline during the construction of the Ley Creek Service Area Improvements Project.

II. Potential Pathways for Release of Hazardous Substances to the Lake System

A. Soil and Groundwater- Four areas of groundwater and soil contamination were identified as a result of the two investigations were performed by EDI in 1985 and 1986. They are the bulk underground solvent storage tank area on the west side of the plant, the area contiguous to the wastewater treatment plant on the south side of the manufacturing building, the area north of the manufacturing plant and adjacent to the administrative building and soils in the vicinity of the outfall pipe (Outfall 003) at the northern property line. The soil in the vicinity of the Outfall 003 is likely contaminated due to the former swale (now filled) in this area that discharged into Ley Creek prior to the construction of Outfall 003.

The following provides a summary of the maximum concentrations of selected contaminants detected in groundwater and soil samples in this area. Chlorinated solvents were detected in groundwater in the areas adjacent to the Administrative Building and the wastewater treatment plant at concentrations as high as 13,000 parts per billion. PCBs were detected in soil samples collected in the vicinity of Outfall 003 at concentrations as high as 8,000 parts per million. PCBs have been detected at concentrations as high as 3.7 parts per billion and metals have been detected at various concentrations in groundwater samples collected at the facility.

Groundwater flow in the shallow flow system is to the northeast toward Ley Creek. However, subsurface utilities and their backfill materials likely behave as preferential contaminant migration pathways and exert some influence on the flow of groundwater in their vicinity.

B. Surface Water

1. SPDES - From 1954 until 1963, process wastewater discharged directly to Ley Creek presumably with little to no treatment. In 1963, a WWTP was installed at the facility to treat metal plating wastewater. In 1973, the WWTP was also used, and presumably modified, to treat wastewater from the plastic injection molding process. In 1972, two outfalls, 001 and 002, were established and permitted under the SPDES and NPDES programs. Drainage from the eastern portion of the facility and the powerhouse building discharged through Outfall 001. Treated wastewater from the WWTP and stormwater from the western portion of the facility discharged through Outfall 002. Flow from the two outfalls discharged to Ley Creek through a single pipe. In 1980, a single outfall (003) was established for monitoring the flows from Outfalls 001 and 002. In addition, Outfall 004 was established to collect drainage from the facility's parking lot as well as an area upgradient of the facility. In 1986, industrial wastewater and storm water collected by old storm sewers from under the building, which continue to collect PCB contaminated oil, were redirected and discharged to METRO after treatment from the WWTP. SPDES Outfalls 003 and 004 currently discharge only storm water to Ley Creek.

2. Storm Water - A storm water sewer investigation determined that two interior sewer branches contained free floating product in them. One sample of the oil was found to contain 1400 ppm of PCB Aroclor 1242. This investigation designated five (5) areas of interior and exterior storm sewers as being contaminated with oil.

C. Air - As of 1988, file materials indicate that GMC was operating approximately 40 emission points without the required NYS permits or certificates.

III. Likelihood of Release of Hazardous Substances to the Lake System

A. Documented Releases

1. Current - The existing GMC SPDES permit provides effluent limits for PCBs to be discharged to Ley Creek via Outfall 003. These limits are 2.0 ppb for Aroclor 1242 and 4.0 ppb for Aroclor 1248.

2. Historical - Numerous spills of various contaminants from GMC have been documented. Many of the spills were cleaned up by GMC. The following is a highlighted list of spills not cleaned up:

- a. On March 14, 1980, oil was released from the plant and had collected upstream of the plant's discharge in an ice cover. The sheen dissipated before plant personnel returned to the spill. No oil was observed at the outfalls.
- b. On December 7, 1984, an indeterminable amount of xylene was spilled and entered Ley Creek.
- c. On April 17, 1986, an unknown amount of hydraulic oil was released.
- d. On October 18, 1989, sump #2 between the clarifiers was overflowing onto the roadway. It was estimated that 1000-1500 gallons were released.
- e. In the early 1980's, GMC performed an investigation to determine the source of an oil sheen in Ley Creek in the vicinity of the facility's outfall. The results of the study identified the source as hydraulic oil from the Underground Oil Reclamation System.

B. Threat of Release to the Lake System

1. Extent of contaminants on-site - See sections II.A. and II.B.2.

2. Migration Potential of Contaminants - The migration of on-site volatile organic compounds (e.g. xylene, toluene, TCE) via subsurface utilities (and associated backfill materials) and groundwater to surface waters, such as Ley Creek and on-site drainage ditches, is likely. The migration of PCBs in the groundwater system may be enhanced by the presence of solvents in the groundwater. Metals such as nickel, copper and chromium may also be migrating in groundwater.

3. Proximity to Onondaga Lake System - Ley Creek, which borders the northern edge of the facility, flows east to west and discharges to Onondaga Lake approximately 3.5 miles downstream of the GMC facility.

Considering the migration potential of the contaminants, the available pathways for contaminants to migrate (e.g. storm sewers, groundwater and surficial runoff) and the close proximity of the facility to Ley Creek, a threat of release exists. The migration of PCB contaminated oil via subsurface (e.g. storm sewers) and surficial pathways (e.g. surface water drainage ditches) has been documented and may be ongoing.

IV. Potential for Adverse Impacts to the Onondaga Lake System Due to Release or Threat of Release of Hazardous Substances

A. Hazardous Substance Characteristics

1. Mobility -

PCBs generally have limited mobility in the environment since PCBs have a low vapor pressure and low water solubility. In addition, because of high octanol-water partition coefficients and strong adsorption to soils and sediment, significant leaching of PCBs from soils does not occur under most conditions. The presence of certain solvents does however result in greater mobility of PCBs in groundwater. PCBs adhering to sediment particles may also be mobilized by water passing over the sediments.

2. Toxicity -

PCBs have been demonstrated to cause toxicological responses including carcinogenic, reproductive, teratogenic, neurological/developmental, systemic and immunological effects. PCBs are considered probable human carcinogens based on hepatocellular carcinomas in rodent studies and inadequate yet suggestive evidence of excess risk of liver cancer in humans by ingestion and inhalation or dermal contact.

3. Persistence -

PCBs are persistent in the environment due to their high stability and relative inertness. In aquatic systems, low amounts of PCBs are found dissolved in the water column due to their low solubility and preferential partitioning to suspended matter and sediment. In these systems, PCB transport and persistence is governed by the particle transport processes. In systems such as Onondaga Lake, PCBs are expected to persist in the bottom sediments since there are no significant sediment removal processes. PCBs have been known to degrade to a limited extent via dechlorination in anaerobic sediments, but this process is limited in its ability to eliminate the majority of the PCB mass. Aerobic degradation is also known to occur, but this process is generally limited to the lightest PCB congeners. Given the relatively heavy congeners found in the two arochlor mixtures found on site (Aroclors 1242 and 1248), these natural degradation processes would not be expected to greatly affect the persistence of PCBs released from the site.

4. Bioaccumulation -

PCBs are very lipophilic and tend to bioaccumulate within living organisms. Significant levels of PCBs may often be detected in tissue of biota living in contaminated areas because PCBs adhere to the organisms lipids (fatty tissue). The higher the concentration of PCBs in the organism, the greater the potential for the organism to show toxic responses because of the PCBs.

B. Quantity of Substance

The volume of the Ley Creek dredgings requiring remedial action is estimated conservatively at 100,000 cubic yards. However, this does not include the unknown quantity of potentially contaminated sediments which remain in Ley Creek. Volumes of waste existing in the environment at the facility are currently not available, but will be addressed as part of the RI.

C. Levels of Contaminants

Information concerning the concentrations of contaminants in the environmental media are limited. However, the following information is provided regarding media which have been sampled. Oils sampled from the storm sewers contained up to 1400 ppm of PCB Aroclor 1242. The hydraulic oil, in general, used at the site contained 50-500 ppm PCB. Soils in the vicinity of Outfall 003 have been shown to contain PCBs at concentrations as high as 8,000 parts per million. The Ley Creek dredgings contain soil with PCB concentrations as high as 466 ppm, and groundwater in the dredge spoil area is contaminated with PCBs as high as 10 ppb. The analyses of groundwater samples collected from on-site monitoring wells have detected the presence of TCE, DCE, Vinyl chloride, PCBs, xylene, toluene, ethylbenzene, and various metals. The analyses of fish samples have detected PCB Aroclors 1248 and 1260.

D. Impact on Special Status Areas

Some of the Ley Creek dredgings lie in a NYS protected wetland. No other known protected habitats, streams or wetlands are in the area of the GMC facility. Ley Creek is classified as a Class B watercourse.

V. Summary of Concerns

The handling of PCB contaminated oil at the facility resulted in its release to the environment via floor drains and unlined trenches and sumps prior to the undertaking of corrective measures in 1984 and 1985.

Improper containment of wastes has been documented. Contamination, in general, appears to be the greatest in soils and groundwater surrounding and beneath the administrative and manufacturing buildings. An early 1980's investigative engineering study determined that an underground oil reclamation system was contributing PCB contaminated oil to Ley Creek and to the site grounds. Elevated levels of PCBs have been detected in soil and groundwater at the facility. Soil in the vicinity of Outfall 003 is highly contaminated with PCBs.

Spills associated with stored and piped transport of solvents used in painting and other operations have resulted in soil and groundwater contamination at a number of locations around the facility.

In 1985 and 1986, a hydrogeologic assessment, conducted by EDI Engineering and Science revealed significant contamination of groundwater on-site by solvents, PCBs,

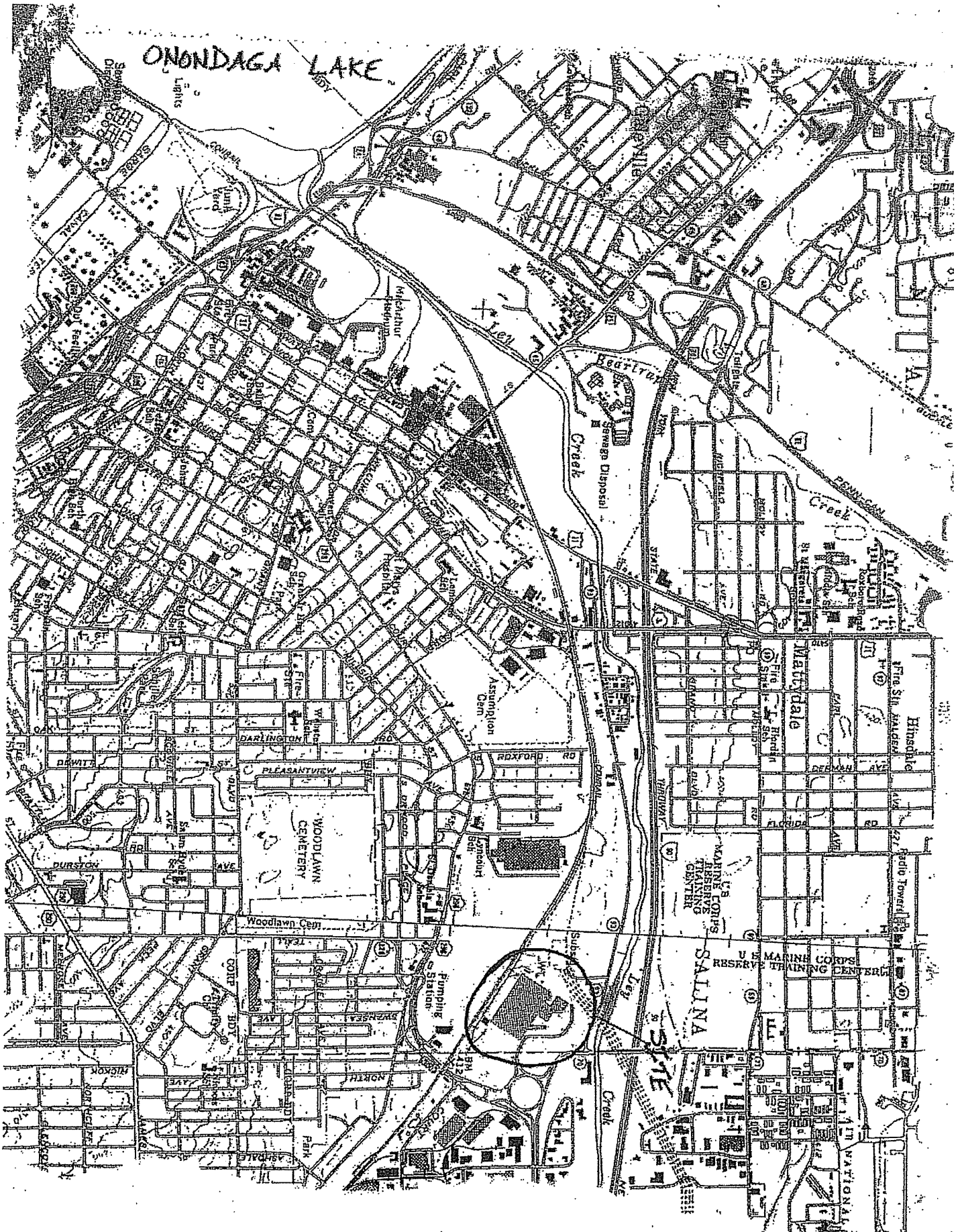
nickel and chromium. In addition, PCBs were found in soils at levels up to 8,000 ppm.

Public exposure to on-site contaminants is not likely, as the site is fenced and security is provided by GMC. Also, the surrounding community is served via public water. However, off-site releases likely contribute to contamination of biota and to the health risks associated with consuming fish from Onondaga Lake or its tributaries.

The Department has determined that the PCBs, solvents and metals existing in the contaminated media at the facility are listed CERCLA Hazardous Substances and RCRA Hazardous Wastes. The confirmed presence of hazardous substances at the facility and the proximity and known discharge of such substances to Ley Creek establishes that the hazardous substance contamination at the facility represents a release and a continued threat of release to the Onondaga Lake System.

VI. References

1. Evaluation of Plant Capabilities to Achieve Wastewater Compliance, EDI Engineering & Science, 1985.
2. Phase I Hydrogeological Investigation, EDI Engineering & Science, 1985.
3. Phase II Hydrogeological Investigation, EDI Engineering & Science, 1986.
4. Preliminary Review of Solid Waste Management, A. T. Kearney, Inc. & DPRA, Inc., 1988.
5. RCRA Facility Assessment Phase II, A. T. Kearney, Inc. & DPRA, Inc., 1989.
6. GMC 104(e) Responses.



ONONDAGA LAKE

U.S. MARINE CORPS RESERVE TRAINING CENTER

WOODLAWN CEMETERY

SALINA

U.S. NATIONAL

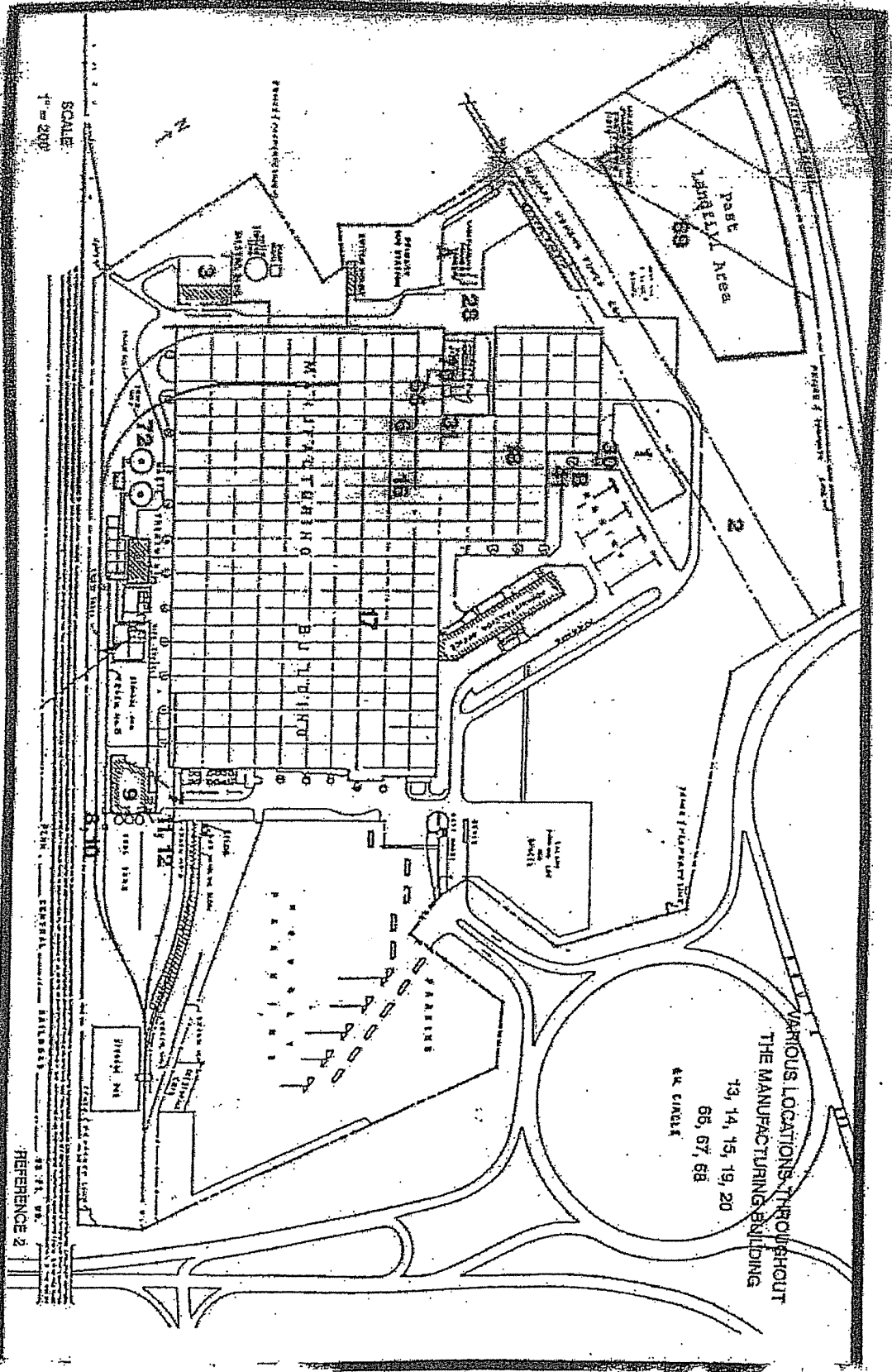


FIGURE 1-f
SWMMU LOCATION MAP

REFERENCE 2

ENGINEERING INVESTIGATIONS AT INACTIVE HAZARDOUS WASTE SITES IN THE STATE OF NEW YORK

PRELIMINARY SITE ASSESSMENT TASK1

Salina Town Landfill Site
Site Number 734036
Town of Salina, Onondaga County

July 1992



Prepared for:

**New York State Department
of Environmental Conservation**

50 Wolf Road, Albany, New York 12233

Thomas C. Jorling, Commissioner

Division of Hazardous Waste Remediation

Michael J. O'Toole, Jr., P.E., Director

Prepared by:

Ecology and Environment Engineering, P.C.

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recycled paper

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1. EXECUTIVE SUMMARY

The Salina Town Landfill site (Site I.D. No. 734036) is located on New York State Route 11 (Wolf Street) in the Town of Salina, Onondaga County, New York. The site, a 50-acre municipal landfill that began operations in approximately 1960, is now closed (Ref. 34). The landfill received a documented 662 tons of hazardous wastes including paint sludge, waste paint thinner, and paint reducer before its closure in 1974 (see Figures 1-1 and 1-2) (Ref. 11). In addition, an unknown amount of PCB wastes mixed with general refuse from General Motors (GM) Fisher Guide Division was buried at the landfill (Refs. 14, 16).

Ley Creek borders the site on the south and flows west to Onondaga Lake. Neither water body is used for drinking water supply. The New York State Department of Health (NYSDOH) has declared a health advisory against the consumption of fish from Onondaga Lake, due to high chemical levels (Ref. 10). Numerous industrial pollution sources on the lake and on Ley Creek contribute to the overall poor conditions of these surface waters (Ref. 9).

On-site sampling has been conducted by the New York State Department of Environmental Conservation (NYSDEC), Onondaga County Health Department, and NUS Corporation for the United States Environmental Protection Agency (EPA). Samples collected include surface and subsurface soil, groundwater, well water, surface water, and sediment from Ley Creek and on-site drainageways. These samples were collected in

1986 and 1987. PCBs were found in oil-saturated subsurface samples at up to 270 ppm; however, on-site surface soils were free of PCB contamination (Refs. 1, 6, 7, 8). Sediment samples along the landfill border in Ley Creek contained PCBs at up to 3.6 ppm (Ref. 2); however, PCB contamination has been identified upstream of the Salina Landfill as well (Ref. 9). Results of surface water sampling in Ley Creek upstream and downstream of the site showed no significant difference in contamination between the two locations (Ref. 1). Groundwater sampling was performed at a single upgradient monitoring well, and no downgradient wells currently exist to assess vertical or horizontal migration of site contaminants in groundwater (Ref. 6).

A site inspection by Ecology and Environment Engineering, P.C. (E & E) personnel on May 2, 1991 confirmed that a grassy cover is in place, with numerous tall, reedy wetlands vegetation areas. An unfenced frontage on Wolf Street allows public access to the site, and evidence of trespassers was observed (Ref. 29). No significant illegal dumping was observed. A small leachate outbreak on the bank of Ley Creek was observed, and some protruding waste and debris were noticed. No readings above background levels were detected using HNu and minirad monitoring. Photographs taken during the site inspection are presented in Figure 1-3.

Insufficient information exists at this time to reclassify the Salina Landfill site from Class 2a. Disposal of a significant quantity of hazardous wastes at the site has been documented. It is likely that discharges from the site contravene ambient surface water standards and ambient groundwater standards. Therefore, it also is likely the Salina Landfill site presents a significant threat to human health and environment. However, to confirm this assumption, additional surface water, groundwater, and soil samples should be obtained and analyzed.

76°08'53"W



SOURCE: USGS 7.5 Minute Series (Topographic) Quadrangle: Syracuse West, NY, 1973, Photorevised 1978.

SCALE 1:24,000

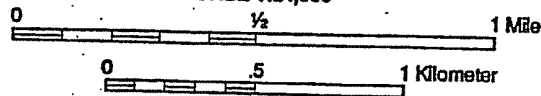



Figure 1-1
LOCATION MAP, SALINA TOWN LANDFILL SITE

FIGURE 1-3

PHOTO LOG

ecology and environment engineering, p.c.
PHOTOGRAPHIC RECORD

Client: NYSDEC	E & E Job No.: SB5060
Site: Salina-Town Landfill	
Camera: Make Olympus Infinity Jr.	SN
Lens Type	SN
	Photographer: S. Lare Date: 5/2/91
	Time: 1100 Frame No.: 19
	Comments*: Standing near powerline ROW intersection near center of site, looking west.
	Rockiness here is dirt road; shows wetlands vegetation, grassy cover, and some ponded water crossing the dirt road. (This is not part of the designed drainage ditch.) Landfill slope on site is generally as shown.
*Comments to include location.	

ecology and environment engineering, p.c.
PHOTOGRAPHIC RECORD

Client: NYSDEC

E & E Job No.: SB5060

Site: Salina Town Landfill

Camera: Make Olympus Infinity Jr.

SN

Lens Type

SN

Photographer: S. Lare

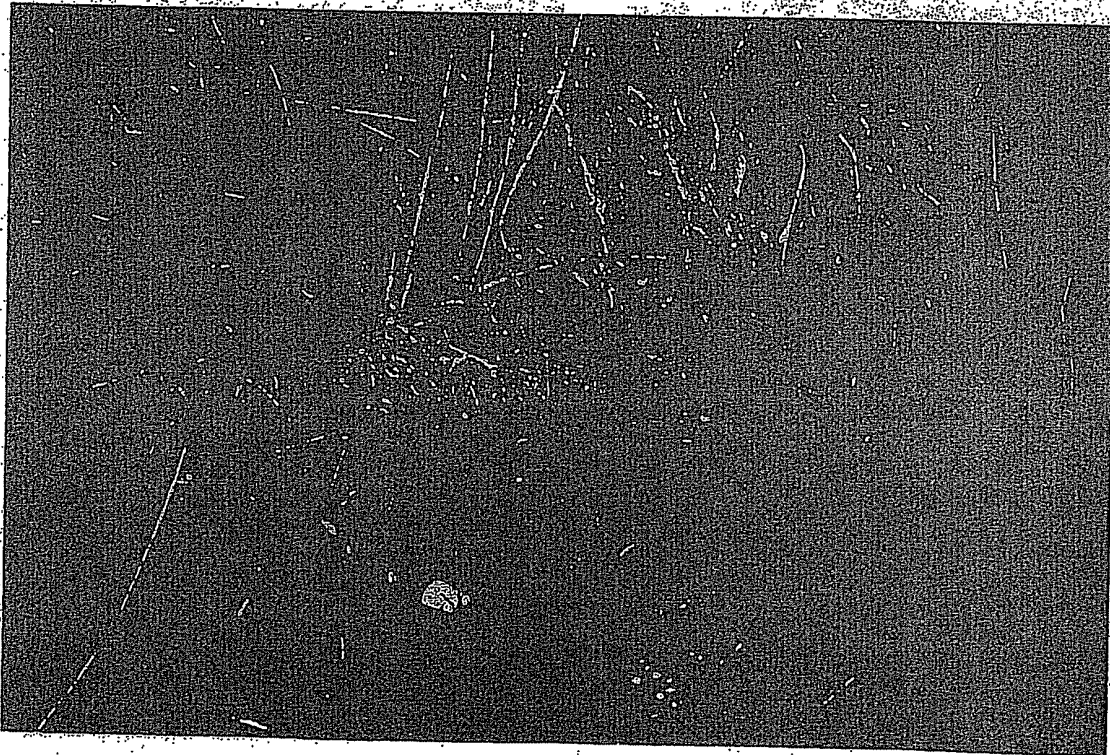
Date: 5/2/91

Time: 1110

Frame No.: 20

Comments*: Rust-colored liquid "seep" out of creek
bank on Ley Creek, near the powerline's intersection
with the stream; (facing northeast)

*Comments to include location.



4. SITE ASSESSMENT

4.1 SITE HISTORY

The Salina Town Landfill, located on New York State Route 11 in the Town of Salina, Onondaga County, New York, is a former municipal sanitary landfill. The site encompasses approximately 50 acres of land, with a frontage of approximately 300 feet on Route 11 (Wolf Street) to the east. The site is bordered by Ley Creek to the south and the New York State Thruway to the north (Refs. 22, 15).

The site was reportedly used as a landfill prior to 1956 (Ref. 34). During operation, the landfill accepted domestic, commercial, and industrial debris from the Town of Salina and vicinity. Hazardous wastes, in the form of paint sludge, waste paint thinner, and paint reducer were disposed of by GM at the site between 1962 and 1973 (Ref. 11). PCB-laden wastes in the form of oil-saturated floor absorbents, which were used to clean up coolant and hydraulic oil leaks, were mixed in with the GM plant's general refuse (cardboard, cafeteria wastes, floor sweepings, etc.), and taken to four county landfills, including the Salina Town Landfill site (Refs. 14, 16). This waste was not inventoried or tracked as hazardous waste on official waste generator documents (Ref. 14). The amount of PCB-laden wastes taken from the GM Fisher Guide Division to the Salina Town Landfill site is unknown, as is the total amount of PCB wastes generated by the company prior to the landfill closure in 1974 (Ref. 34). All available estimates of PCB-waste volume refer to the time period of 1979 to 1983, after the Salina.

Town Landfill site stopped accepting wastes (Refs. 11, 16, 17). Due to the amount of industry in the town and the refuse produced, the volume of industrial waste compared to residential and commercial waste accepted at the landfill greatly exceeded the normal expected proportion (Ref. 15).

A week-long inventory in 1972 of wastes entering the Salina Town Landfill indicated that Leaseway Haulers, Inc. delivered a total of 370 cubic yards of general trash (cardboard, wood, plastic, and paper) from GM Fisher Guide Division during that week (Ref. 15). It is not known whether the trash hauled for that week contained PCB oils. General Motors acknowledges that Leaseway Haulers, Inc., as well as A&T Haulers and Mattheison Trash Service, hauled the plant's general refuse in the past (Ref. 14). A&T Haulers personnel confirmed that the GM refuse they regularly hauled to the Salina Town Landfill site was frequently saturated with oily liquids, sometimes in large volumes (Ref. 16). There were numerous incidents of non-compliance with the state sanitary landfill regulations during operation and the early stage of closure, including incidents of burning, leachate outbreaks, protruding refuse, standing water, and inadequate cover (Refs. 23, 24, 25).

The landfill stopped accepting refuse by early 1975 (Refs. 16, 20), but problems related to contractor enlistment, owner disputes, weather conditions, and other logistics delayed the completion of final grading, capping, and cover until November 1982 (Refs. 20, 21). The land, originally a large wetlands area, presently exhibits a generally grassy cover, with numerous areas of tall, reedy wetlands vegetation. Sewage sludge from the Ley Creek sewage treatment plant was used as cover on the landfill for at least a short time, ending in March 1970 (Ref. 18). The fill material used for daily cover and for landfill closure operations may have included PCB-contaminated soil, since some of the soil was obtained from the Ley Creek dredgings (Refs. 12, 13).

Twenty-nine acres of the landfill were owned by East Plaza, Inc. until 1981 when the Town of Salina purchased the 29 acres. Presently, almost

the entire site is owned by the Town of Salina, with additional easements and strip ownership parcels for utilities traversing the site. Niagara Mohawk powerline, Niagara, Lockport, and Ontario powerline, Buckeye pipeline, and Onondaga County/Mattydale sewer district lines traverse the landfill, and refuse has been landfilled under and over these utility installations (see Figure 1-2).

Three monitoring wells were scheduled to be installed in May 1987. However, at two of the drilling locations dark oily waste was encountered and prevented well installation. Therefore, just one upgradient monitoring well is located at the northeast corner of the site.

As part of the 1981 to 1982 closure activities, a new drainage ditch was constructed in addition to capping and regrading of the filled areas. The drainage ditch drains runoff from the northern portion of the site through a culvert to Ley Creek. There is potential for leachate to enter the drainage ditch.

Past sampling efforts include surface water and soil sampling by NYSDEC and Onondaga County Health Department (OCHD) in March 1986, soil, surface water, and sediment sampling by NUS Corporation for EPA in July 1986, groundwater and subsurface soil sampling by NYSDEC in May and June 1987, and soil sampling by Calocerinos & Spina Engineering, P.C. (town engineers, Town of Salina) in May 1987.

4.2 SITE TOPOGRAPHY

The Salina Town Landfill is bordered on the north by the New York State Thruway, on the east by New York State Route 11 (Wolf Street), on the south by Ley Creek, and on the west by the Onondaga County Sewage Treatment Plant.

The landfill is situated in the flood-prone area North of Ley Creek. The land was originally a wetlands area prior to landfilling operations (Ref. 26). The nearest New York State-regulated wetlands is located approximately 2,000 feet to the north (SYW-8, Class II wetland). In

addition, a Class I wetland (SYE-6) and a Class II wetland (SYW-II) are located approximately 1 mile east and southwest, respectively (Ref. 27).

Presently, there are rolling hills on site and the elevation is similar to the surrounding terrain. The site is about 10 to 15 feet higher in elevation than Ley Creek.

A drainage ditch drains surface water from the site through a covered 48-inch culvert pipe south to Ley Creek. This was constructed as part of the final closure operations in 1981 and 1982, to restore proper water flow after refuse landfilling impaired or blocked the site's original drainageways.

In general, there is a grassy cover, but small piles of debris and dirt fill on the banks of the drainage ditch lack adequate grass cover. Clusters of tall, reedy wetlands vegetation were present in numerous areas on site, including an area on top of a graded hill, and in a dry elongated depression running east-west on the south section of the site. During E & E's site inspection on May 2, 1991 a leachate outbreak was noted near Ley Creek's bank on the landfill side (see Figure 1-2). Ley Creek is a Class D stream in the segment from Onondaga Lake to the sewage treatment plant's outfall just downstream of the Salina Town Landfill. From the outfall upstream to South Branch (including the section adjacent to the site), Ley Creek is a Class B stream, with no drinking water use (Ref. 33). There are approximately eight permitted dischargers into Ley Creek, with permits limiting freon extractable oil, treated wastewater, suspended solids, nitrogenous compounds, biological oxygen demand, and heavy metals (Ref. 9). Onondaga Lake, located approximately 1 mile southwest of the site, is not utilized as a drinking water source, and has had a history of serious industrial pollution (Refs. 9, 10).

A rare plant, the cornel-leaved aster (Aster infirmus), was observed within 1 mile of the Salina Town Landfill in 1949 (Ref. 28). This plant may still be present in the vicinity, if suitable habitat exists. However, since this plant grows in dry woods and slopes in inland areas, and the Salina Town

Landfill site is in a characteristically wet open area, it is unlikely that this plant would grow on site or nearby (Ref. 35).

A series of powerlines, sewer lines, and a pipeline predate the landfill; filling operations have historically occurred below and above these utility installations. Six elevated manholes were observed during the E & E site inspection on May 2, 1991.

The landfill is located in an industrial area, and there are several industrial plants and waste disposal areas in the vicinity. The GM Fisher Guide plant is located approximately 3 miles upstream of the Salina Town Landfill, and the Ley Creek dredging spoils site is located approximately 2 miles upstream. A Syracuse city dump is located less than 1 mile downstream, and a waste disposal area is located approximately 1 mile south, adjacent to the Crouse Hinds Company at 7th North Street and Wolf Street (Ref. 29).

There are residential areas approximately 500 feet to the northeast, 4,100 feet to the west, and 5,600 feet to the north (Ref. 29).

4.3 SITE HYDROLOGY

The Salina Town Landfill is in the recharge area of the Tully aquifer, a shallow sand and gravel aquifer. The groundwater flow is south-southwest toward Ley Creek, and groundwater depths in the vicinity are reported to be as shallow as 1 foot from the ground surface (Ref. 29). Well-drilling logs from on-site drilling found groundwater at 4 feet (Ref. 6). There are no groundwater drinking wells within a 4-mile radius of the site (Ref. 29). Drinking water for Syracuse urban and suburban areas is obtained from Skaneateles Lake, Otisca Lake, and Lake Ontario (Ref. 31).

Bedrock in the vicinity of the Salina Town Landfill is Vernon shale of Silurian age. Vernon shale is the oldest unit of the Salina group, and is composed of a great wedge of bright red shale, with local lenticels of green shale, dolomite, sandstone, or gypsum. The highest beds of the Vernon shale are typically green, locally interbedded with a few thin shaley

dolomites. The Vernon shale is a maximum of 500 to 600 feet thick in the vicinity of Syracuse. Progressing westward, the highest red beds are found successively lower in the section (Ref. 30).

Soil on site is listed by the United States Department of Agriculture (USDA) Soil Conservation Service as "made land" (Ref. 32), and on-site well driller logs indicate a fine sand and silt soil is present (Ref. 6). The soil survey lists the soils surrounding the site as Carlisle muck, a deep, very poorly drained hydric soil formed in woody organic deposits in swampy depressions, mainly on the lake plains (Ref. 32).

4.4 CONTAMINATION ASSESSMENT

A documented 640 tons of paint sludge (EPA Waste Code D002) and 22 tons of waste paint thinner and reducer (EPA Waste Code F003) were disposed of at the Salina Town Landfill by GM Fisher Guide Division from 1952 to 1985 (Ref. 11). The amount of PCB-laden wastes (EPA Waste Code B001) taken from the GM Fisher Guide Division to the Salina Town Landfill is unknown, and the total amount of PCB wastes generated by this plant prior to Salina Town Landfill's close in 1975 is also unknown. Available estimates of the amount of generated PCB wastes sent to county landfills refer to the time period of 1979 to 1983, after the Salina Town Landfill site stopped accepting wastes. No estimates are available for the company's PCB-waste volume prior to 1979 (Refs. 14, 17).

A documented 4 cubic yards of flyash from the GM Fisher Guide Division were taken to the Salina Town Landfill in a limited, 1-week inventory period; the total volume of flyash deposited in the landfill is unknown. Flyash was generated at the Powerhouse from the combustion of coal in boilers used to produce steam. Analysis reports from the relevant time for the Salina Town Landfill no longer exist. A Flyash analysis report from 1986 showed the material to be nonhazardous.

Buffing sludge was generated as follows:

1. Until 1973, an activity at the plant was the fabrication of wheel discs and hubcaps. After the discs and hubcaps were formed in the press line and heat treated as required, they were buffed using cloth buffing wheels. A buffing compound was used during the process. The sludge was formed from the excess buffing compound which built up on and under the buffing units. The buffing wheels were made of cloth and as they wore down, the fibers became part of the sludge. In addition, some automatic buffing units had water wash centerspray units which scrubbed the exhaust air. Periodically, the water was drained and the remaining sludge was disposed of as buffing sludge.
2. Until 1971-72, the plant had a die-casting process. As with the wheel disc line, these parts were buffed in a similar manner and sludge generated.
3. For approximately two years around 1959, an extruding process was used for aluminum moldings which were also buffed creating a sludge.

No records have been found which note the types or makeup of the buffing compounds. Wheel discs and hubcaps were made of stainless steel, steel, and brass. Zinc was used in the die-casting process (Ref. 37).

In addition, foundry wastes from the Crouse Hinds plant were frequently accepted at the Salina Town Landfill (Ref. 15). Foundry sand may be considered a hazardous waste if it exhibits the characteristic of Ep toxicity.

The fill material used for daily cover and for landfill closure operations may have included PCB-contaminated soil, since some of the soil was obtained from the Ley Creek dredgings (Refs. 12, 13). Sewage sludge from the Ley Creek sewage treatment plant was used as cover on the landfill for at least a short time, ending in March 1970 (Ref. 18).

The environmental sampling history at the Salina Town Landfill site includes two soil and three surface water samples collected by NYSDEC on

March 20, 1986; one soil and one surface water sample collected on the same date by OCHD; five surface soil and three surface water and sediment samples, including upstream and downstream samples in Ley Creek, collected by EPA on July 1, 1986; one groundwater and seven subsurface soil samples collected by NYSDEC in May and June 1987; and one subsurface soil sample collected by Calocerinos & Spina Engineers, P.C. on May 22, 1987. See Figure 1-2 for sampling locations (Refs. 1, 4, 6, 7, 8, 9).

The samples collected in 1986 by NYSDEC and OCHD were analyzed only for PCBs. No PCBs were detected in any of the water samples, nor were any found in the OCHD soil sample collected from the drainage ditch at the northern border of the site (Ref 8). The soil/sediment samples collected from the south side of the landfill adjacent to Ley Creek contained PCBs (Aroclor-1242) at levels of 3.6 ppm (downstream) and 1.4 ppm (upstream) (Ref. 2). This may indicate some loading of PCBs is occurring from the landfill.

The five soil samples collected by EPA in 1986 were collected from the fill area; two surface water and sediment samples were collected from Ley Creek (upstream and downstream of the landfill); and a third surface water and sediment sample was collected from an on-site drainage ditch (Ref. 2). The results from this sampling effort were used in the NUS Corporation report for EPA (Ref. 1). Because there appeared to be no significant increase of contaminants in the downstream surface water and sediment sample compared to the upstream sample, no surface water release was documented in the NUS Corporation report. NUS Corporation found that soil at the landfill contained numerous polyaromatic hydrocarbons (PAHs), noting in the report that pyrene and fluoranthene were found in excess of 20 ppm. In addition, the analytical data showed levels of fluorene (up to 1,000 $\mu\text{g}/\text{kg}$), phenanthrene (up to 5,700 $\mu\text{g}/\text{kg}$), benzo(a)pyrene (up to 3,300 $\mu\text{g}/\text{kg}$), and acenaphthylene (up to 1,600 $\mu\text{g}/\text{kg}$). One sample had dibenzofuran at 2,300 $\mu\text{g}/\text{kg}$ (Ref. 1). Lead (up to 251 mg/kg), cadmium (up

to 11.3 mg/kg), and magnesium (up to 21,390 mg/kg) were also detected at concentrations above the average ranges found in soils in the Eastern United States (Ref. 3). Some volatiles and pesticides were detected at low levels, and PCBs were not detected in any samples (Refs. 1, 2).

The samples collected by NYSDEC in May and June 1987 were concurrent with the Atlantic Testing Company's attempts to drill three monitoring wells on site. Only one well was completed, as drilling for the other two wells encountered wastes in the form of black oil and petroleum saturated soil. Groundwater analytical results for the completed well indicated the presence of volatiles and semivolatiles at trace levels, and the levels of iron (15,900 $\mu\text{g/L}$) and manganese (473 $\mu\text{g/L}$) were found to exceed New York State groundwater standards (Refs. 4, 5). No cyanide, pesticides, or PCBs were detected. Since the monitoring well sampled is upgradient of the landfill, and no downgradient counterpart samples were taken, these results are not representative of contamination on or resulting from the landfill.

Subsurface soil samples from the upgradient monitoring well (SW-1) location were analyzed and no dibenzofuran, pesticides, or PCBs were detected. At the abandoned well, SW-2, three samples were collected. The sample collected from 2 to 4 feet was analyzed for dibenzofuran, with traces (subpart per billion level) observed (Ref. 6). In the sample from 5 to 7 feet, PCBs were detected at 11 ppm (Aroclor-1242), and low levels of several semivolatile compounds were detected (Ref. 6). The sample from 7 to 10 feet contained the petroleum saturated soil/waste that was the reason for the hole abandonment. This sample contained PCBs at a concentration of 270 ppm (Aroclor-1242), traces of dibenzofuran, and semivolatiles at levels slightly higher than in the 5- to 7-foot sample (Ref. 6). Also, cadmium (29 mg/kg), chromium (4,060 mg/kg), nickel (1,490 mg/kg), and zinc (1,010 mg/kg) were found at elevated levels compared to the average range of concentrations in soils in the Eastern United States (Ref. 3).

At location SW-3, a sample collected from 2 to 4 feet was analyzed for pesticide/PCBs with none detected, and semivolatiles were present at low levels (Ref. 6). The sample containing the black oil waste material, collected from 10 to 12 feet, was analyzed for dibenzofuran (minute traces found) and for the hazardous substance list. PCBs were present at 4.9 ppm (Aroclor-1242) and low levels of a few volatiles were found. The concentration of cadmium (11 mg/kg) was found to be above the range of average cadmium concentrations in the Eastern United States (Ref. 3).

A soil/sediment sample was collected from SW-2 at the time of drilling by Calocerinos & Spina Engineers, P.C. and was sent to a different lab for analysis. This sample was collected from the 5- to 7-foot interval. Analysis detected Aroclor-1248 at a concentration of 74 mg/kg and cadmium at 3.4 mg/kg (Ref. 7).

During a site inspection and sampling by NUS Corporation on July 1, 1986, no readings above background levels were detected with an OVA and HNu.

During the E & E site inspection on May 2, 1991, no HNu or minirad readings were significantly above background levels. Some exposed debris (automobile parts, roofing shingles, scrap-wood pieces) was found scattered along the powerline running east-west across the south portion of the landfill. In a downgradient area bordering Ley Creek, a seep-like puddle of rust-colored liquid was observed. There was an old car battery on the ground near the center of the site, probably a result of illegal dumping. An unlabeled, dented 55-gallon drum was found standing near the western corner of the site. Another drum was found crushed and protruding from the ground in the southeast portion of the site.

Due to the extensive urban, industrial, and commercial development in the 30 square miles of the Ley Creek drainage basin, and the associated urban storm runoff and industrial effluent discharges to the creek, Ley Creek historically has had pollution problems. In addition, a PCB-contaminated area containing piles of Ley Creek dredge spoils is located on the banks

upstream, approximately 2 miles from the Salina Town Landfill. PCB concentrations in soils from the Ley Creek dredged material area were detected at up to 180 ppm, and the mass transport of PCBs into Ley Creek from the dredging piles was estimated to be 0.15 gm/day. The PCBs are thought to have been introduced into Ley Creek via an industrial effluent outfall to the creek (Ref. 9).

Additionally, a bioaccumulation study was performed on a small amount of fish samples (14 fish) from Ley Creek. PCB concentrations were found at up to 6.8 mg/kg (Aroclors-1248 and -1254), with the highest concentrations found in carp (Ref. 9). PCB-contaminated fish populations were also found in Onondaga Lake, with fish samples containing different Aroclors (-1016, -1254, and -1260) than those found in creek fish (Ref. 9).

NYSDOH issued a health advisory recommending that no fish caught in Onondaga Lake be eaten, due to high chemical levels. This advisory is still in effect (Ref. 10).

5. ASSESSMENT OF DATA ADEQUACY AND RECOMMENDATIONS

5.1 HAZARDOUS WASTE DEPOSITION

A documented 640 tons of paint sludge (EPA Waste Code D002), and 22 tons of waste paint thinner and reducer (EPA Waste Code F003) were sent to Salina Town Landfill from the GM Fisher Guide Division, as indicated on the company's hazardous waste generator questionnaire (Ref. 11).

PCB-laden wastes in the form of oil-saturated floor absorbents, which were used to clean up coolant and hydraulic oil leaks, were mixed in with the GM plant's general refuse (cardboard, cafeteria wastes, floor sweepings, etc.), and taken to four county landfills, including the Salina Town Landfill site (Refs. 14, 16). This waste was not inventoried or tracked as hazardous waste on official waste generator documents (Ref. 14). The amount of PCB-laden wastes taken from the GM Fisher Guide Division to the Salina Town Landfill site is unknown, as is the total amount of PCB wastes generated by the company prior to the landfill's closure in 1975 (Ref. 11). All available estimates of PCB-waste volume refer to the time period of 1979 to 1983, after the Salina Town Landfill site stopped accepting wastes (Refs. 11, 16, 17).

In addition, the fill material used for daily cover and for landfill closure operations may have included PCB-contaminated soil, since some of the soil was obtained from the PCB-contaminated Ley Creek dredgings (Refs. 12, 13).

5.2 SIGNIFICANT THREAT DETERMINATION

Since only one of three planned groundwater monitoring wells was installed on site, the sampling results from this upgradient well cannot adequately represent the threat posed to groundwater by the Salina Town Landfill site.

Although leachate outbreaks have been observed on numerous occasions, surface water sampling of Ley Creek upstream and downstream of the Salina Town Landfill site in 1986 did not indicate significant contaminant release from the site to the creek (Ref. 1). It should be noted that Ley Creek and Onondaga Lake are already considered highly polluted. Many sources of surface water pollution contributed to Ley Creek's pollution problems, including numerous industrial effluent discharges, wastewater treatment discharge, the Ley Creek dredging spoils area, urban rainwater runoff, the Syracuse City Landfill, and past PCB effluent discharge by GM Fisher Guide Division (Refs. 9, 10). No PCBs were found in on-site surface water (Refs. 1, 6, 7).

Contamination of soils was confirmed by the surface and subsurface soil and sediment sampling efforts conducted in 1986 and 1987. High levels of PCBs were detected in subsurface, oil-saturated soils on site and in sediment samples from Ley Creek. The PCBs found in Ley Creek sediment cannot be attributed solely to the Salina Town Landfill site, as PCB contamination exists upstream of the site as well as in the site vicinity (Ref. 9). High levels of PAHs and some heavy metals, as well as trace dibenzofurans were also found in soil samples.

Bioaccumulation studies of fish in Ley Creek and Onondaga Lake indicate that fish are contaminated with PCBs, with observed levels of up to 6.8 mg/kg (Ref. 9). Analysis found Aroclors -1248 and -1254 in Ley Creek fish, and Aroclors -1016, -1254, and -1260 in Onondaga Lake fish. PCBs that have been present in the past in GM Fisher Guide Division effluent are Aroclors -1242 and -1248; however, it is presently unknown which Aroclors

existed in the company refuse that went to the Salina Town Landfill site (Ref. 9). There is no evidence, implication, or allegation linking fish PCB-contamination to the Salina Town Landfill site.

The rare plant cornel-leaved aster (Aster infirmus), observed within 1 mile of the site in 1949, is not likely to remain in areas nearby since suitable habitat of dry, wooded areas and slopes does not occur in the immediate vicinity of the Salina Town Landfill site (Ref. 35).

Although Ley Creek and the New York State Thruway act as barriers to site entry on the south and north, the site is accessible to the public via 300 feet of unfenced frontage on Wolf Street. Although evidence of trespassing has been found in the past, no incident was found on record of direct contact with substances on site causing injury or illness to humans or animals (Ref. 29). Although one half-exposed drum and some areas of scattered debris were visible, in general wastes were adequately covered with fill and vegetation during E & E's site inspection in May 1991. Because of the small amount of exposed wastes and easy public access to the site, some threat to public welfare is presumed, but no significant threat is apparent.

5.3 RECOMMENDATIONS

Insufficient information exists at this time to reclassify the Salina Landfill site from Class 2a. A significant quantity of hazardous wastes disposed of at the site has been documented. It is likely that discharges from the site contravene ambient surface water standards and ambient groundwater standards. However, to confirm this assumption, additional surface water, groundwater, and soil samples should be obtained and analyzed.

Although no significant contaminant release to Ley Creek surface water was indicated by sampling results from 1986, leachate was observed near the creek banks during E & E's site inspection in May 1991. Leachate outbreaks in this area are likely to migrate into Ley Creek, especially during

flood periods. Leachate in this area downgradient of the fill has not been sampled or analyzed. Therefore, it is recommended that leachate outbreaks near the creek be sampled and analyzed to determine if contamination exists.

The less-anchored, more erodible soil in areas of inadequate cover and in the tall, reedy vegetation areas on site could migrate via drainageways to Ley Creek. PCBs are of particular concern because they adhere to soil and are thus transported with the soil. To determine if contaminant release to the creek is presently occurring, sampling at the mouth of the drainage outfall to Ley Creek, as well as upstream and downstream sediment sampling, is recommended.

Although there are no users of groundwater as a potable water source within 4 miles of the site, monitoring for possible vertical migration of contaminants to the shallow sand and gravel aquifer is recommended. Sampling results from the single on-site monitoring well are inadequate to characterize the landfill's impacts on groundwater. One or two monitoring wells should be drilled downgradient (south) of the landfill, and sampled concurrently with the existing upgradient well in order to access any contamination contributed by the site.

To aid in the prevention of groundwater contamination from disposed wastes on site, it is also recommended that the wetlands perched on top of the graded hill be allowed to drain via a constructed drainage ditch, minimizing the volume of water infiltrating through the cover to the wastes and possibly leaching to the water table.

Contamination of on-site soils has been demonstrated, and easy public access to the site via Wolf Street may result in injury or illness from direct exposure to on-site substances. Therefore, it is recommended that the landfill frontage on Wolf Street be fenced, and the existing gate should be kept locked.

**APPENDIX A
REFERENCES**

APPENDIX A
REFERENCES

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REFERENCE 1

A-6

02:3408-05/26/91-01

02-8611-19-3T

**FINAL DRAFT
SITE INSPECTION REPORT
AND HAZARD RANKING SYSTEM MODEL
OLD SALINA LANDFILL
TOWN OF SALINA, ONONDAGA COUNTY, NEW YORK**

PREPARED UNDER

**TECHNICAL DIRECTIVE DOCUMENT NO. 02-8611-19
CONTRACT NO. 68-01-7346**

(CONTINUATION OF CONTRACT 68-01-6699 AND TDD #02-8606-01)

FOR THE

**ENVIRONMENTAL SERVICES DIVISION
U.S. ENVIRONMENTAL PROTECTION AGENCY**

DECEMBER 17, 1986

**NUS CORPORATION
SUPERFUND DIVISION**

SUBMITTED BY

Richard Pagano

**RICHARD PAGANO
PROJECT MANAGER**

REVIEWED/APPROVED BY

Ronald M. Naman

**RONALD M. NAMAN
FIT OFFICE MANAGER**

recycled paper

A-7

ecology and environment

Salina/Brighton Avenue Landfills - Groundwater

Sampling Points:

- SW-1 (Salina Landfill - upgradient well)
SH8773436-04 HSL
- BW-4 (Brighton Avenue Landfill - eastern monitoring well)
SH87734036-05 HSL
- BW-3B (Brighton Avenue Landfill - western monitoring well)
SH87734036-06 HSL

Salina Landfill - Groundwater

SH87734036-04
(SW-1)

Volatiles (ug/l)

methylene chloride	28	B
acetone	7.9	B,J
benzene	2.0	J
chlorobenzene	2.2	J
ethylbenzene	1.0	J
xylene (total)	9.2	

Pesticides/PCBs (ug/l)

None detected

Semi-Volatiles (ug/l)

1,4 - dichlorobenzene	2.4	J
naphthalene	3.7	J
bis (2 - ethylhexyl) phthalate	3.4	B,J
N-nitrosodiphenyl amine (1)	41	

Tentative ID Compounds (ug/l)

BNA fraction (total)	237.8
VOA unk. hydrocarbons	48.6

Metals (ug/l)

aluminum	9930
barium	(165)
calcium	408000
chromium	18
copper	28
iron	15900
lead	14
magnesium	132000
manganese	473
nickel	(29)
potassium	(4650)
sodium	93700
vanadium	(21)
zinc	134

Cyanide (ug/l)

None detected

REFERENCE 5

A-18

02:3409-06/25/01-D1

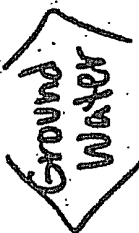
Water Standards of the American Society for Testing and Materials (see section of this Title) or by other methods approved by the commissioner as giving results equal to or superior to methods listed above.

Historical Note
 Sec. filed March 20, 1967; repealed, new filed: April 28, 1972; Aug. 2, 1976; amd. filed Nov. 5, 1984 eff. Nov. 3, 1984.
 (a) Class GA: The best usage of class GA waters is as a source of potable water supply. Class GA waters are fresh ground waters found in the saturated zone of unconsolidated soils and consolidated rock or bed rock.

- (i) Quality standards for class GA waters shall be the most stringent of:
 - (I) the items and specifications applicable to such waters found in this section;
 - (II) the maximum contaminant levels for drinking water promulgated by the commissioner of Health as found in 10 NYCRR Subpart 6.1, Public Water Supplies or any subsequent revision thereto or replacement thereof;
 - (III) the maximum contaminant levels for drinking water promulgated by the administrator under the Safe Drinking Water Act (see section 705.1 of this Title) and CFR Part 141, effective July 1, 1978 (see section 705.1); and
 - (IV) the standards for raw water quality promulgated by the Commissioner of Health as found in 10 NYCRR Part 170, Sources of Water Supply or any subsequent revision thereto or replacement thereof.

The following quality standards shall be applicable to class GA waters:

Items	Specifications
1) Sewage, industrial waste or other wastes, taste or odor producing substances, toxic pollutants, thermal discharges, radioactive substances or other deleterious matter.	None which may impair the quality of the ground waters to render them unsafe or unsuitable for a potable water supply or which may cause or contribute to a condition in contravention of standards for other classified waters of the State.
2) The concentration of the following substances or chemicals:	Shall not be greater than the limit specified, except where exceeded due to natural conditions:
(A) Arsenic (As)	0.025 mg/l
(B) Barium (Ba)	1.0 mg/l
(C) Cadmium (Cd)	0.01 mg/l
(D) Chloride (Cl)	250 mg/l
(E) Chromium (Cr) Hexavalent	0.05 mg/l
(F) Copper (Cu)	1.0 mg/l
(G) Cyanide (Cn)	0.2 mg/l
(H) Fluoride (F)	1.5 mg/l
(I) Foaming Agents	0.5 mg/l
(J) Iron (Fe)	0.3 mg/l



(12) Manganese (Mn)	0.3 mg/l	15 ml
(13) Mercury (Hg)	0.002 mg/l	
(14) Nitrate (as N)	10.0 mg/l	
(15) Phenols	0.001 mg/l	
(16) Selenium (Se)	0.02 mg/l	
(17) Silver (Ag)	0.05 mg/l	
(18) Sulfate (SO ₄)	250 mg/l	
(19) Zinc (Zn)	5 mg/l	
(20) pH Range	6.5-8.5	
(21) Aldrin or 1, 2, 3, 4, 10, 10-hexachloro-1, 4, 4a, 6, 8, 8a-hexahydro-endo-1, 4-exo-5, 8-dimethanonaphthalene	not detectables	
(22) Chlordane, or 1, 2, 4, 5, 6, 7, 8, 8-octachloro-2, 3, 8a, 4, 7, 7a-hexahydro-4, 7-methanonaphthalene	0.1 ug/l	
(23) DDT, or 2, 2-bis-(p-chlorophenyl)-1, 1, 1-trichloroethane and metabolites	not detectables	
(24) Dieldrin, or 6, 7-epoxy aldrin	not detectables	
(25) Endrin, or 1, 2, 3, 4, 10, 10-hexachloro-6, 7-epoxy-1, 4, 4a, 6, 6, 7, 8, 8a-octahydro-endo-1, 4-exo-5, 8-dimethanonaphthalene	not detectables	
(26) Heptachlor, or 1, 4, 5, 6, 7, 8, 8-heptachloro-3a, 4, 7, 7a-tetrahydro-4, 7-methanonaphthalene and metabolites	not detectables	
(27) Lindane and other Hexachlorocyclohexanes or mixed isomers of 1, 2, 3, 4, 5, 6-hexachlorocyclohexane	not detectables	
(28) Methoxychlor, or 2, 2-bis-(p-methoxyphenyl)-1, 1, 1-trichloroethane	35.0 ug/l	
(29) Toxaphene (a mixture of at least 175 chlorinated camphene derivatives)	not detectables	
(30) 2, 4-Dichlorophenoxyacetic acid (2, 4-D)	4.4 ug/l	
(31) 2, 4, 5-Trichlorophenoxypropionic acid (2, 4, 5-TCP) (SILVER)	0.26 ug/l	
(32) Vinyl chloride (chloroethene)	5.0 ug/l	
(33) Benzene	not detectables	
(34) Benz(a) pyrene	not detectables	
(35) Kepone or decachlorocyclohexa-1, 3, 4-trimetheno-2H-cyclohexa-1, 3-diene (cd) pentalen-2-one (chlordecone)	not detectables	

CONTAMINANTS

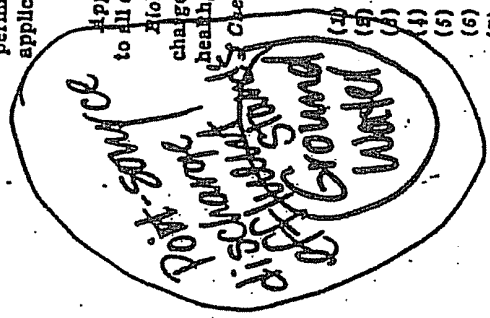
Contaminant	Concentration
(57) Polychlorinated biphenyls (PCB) (Aroclor)	0.1 ug/l
(58) Ethylene thiourea (ETU)	not detectables
(59) Chloroform	100 ug/l
(60) Carbon tetrachloride (tetrachloroethane)	8 ug/l
(61) Pentachloronitrobenzene (PCNB)	not detectables
(62) Trichloroethylene	10 ug/l
(63) Diphenylhydrazine	not detectables
(64) bis (2-chloroethyl) ether	1.0 ug/l
(65) 2, 4, 6-trichlorophenoxyacetic acid (2, 4, 6-T)	35 ug/l
(66) 2, 3, 7, 8-Tetrachlorodibenzo-p-dioxin (TCDD)	3.5 x 10 ⁻⁸ ug/l
(67) 2-Methyl-4-chlorophenoxyacetic acid (MCPA)	0.44 ug/l
(68) Amliben, or 3-amino-2, 5-dichlorobenzoic acid (chloramben)	87.5 ug/l
(69) Dicamba, or 2-methoxy-3, 6-dichlorobenzoic acid	0.44 ug/l
(70) Alachlor, or 2-chloro-2, 6-dimethyl-N-(methoxymethyl)acetaldehyde (Lasso)	35.0 ug/l
(71) Butachlor, or 2-chloro-2, 6-diethyl-N-(butoxymethyl)acetanilide (Atachete)	3.5 ug/l
(72) Propachlor, or 2-chlor-N-isopropyl-N-acetanilide (Ramrod)	35.0 ug/l
(73) Propazin, or 3, 4-dichloropropionanilide	7.0 ug/l
(74) Aldicarb, [2-methyl-2-(methylthio) propionaldehyde O-(methyl carbamoyl) oxime] and methomyl [1-methyl-3-thioacetaldehyde O-(methyl-carbamoyl) oxime]	0.35 ug/l
(75) Bromacil, or 5-bromo-3-sec-butyl-6-methyluracil	4.4 ug/l
(76) Paraquat, or 1, 1'-dimethyl-4, 4'-dipyridylum	2.98 ug/l
(77) Trihaluralin, or 2, 6-dinitro-2, 6-dinitro-N-dipropyl-p-toluidine (Treslan)	35.0 ug/l
(78) Nitralin, or 4-(methylsulfonyl)-2, 6-dinitro-N, N-dipropylaniline (Planavin)	35.0 ug/l
(79) Benazif, or N-butyl-N-ethyl-2, 6-dinitro-2, 6-dinitro-p-toluidine (Balan)	35.0 ug/l

Items	Specifications
(55) Azluphosmethyl, or O, O-dimethyl-S-4-oxo-1, 2, 3-benzotriazin-3 (4H)-ylmethylphosphorodithioate (Guthion)	4.4 micrograms per liter
(60) Diazinon, or O, O-diethyl O-(2-isopropyl-4-methyl-6-pyrimidinyl)-Phosphorothioate	0.7 micrograms per liter
(61) Phorate (also for Disulfoton), or O, O-diethyl-S-(ethylthio) methyl-phosphorodithioate (Thimet R), and disulfoton, or O, O-diethyl-S-(2-ethylthio) ethyl phosphorodithioate (D)-System R)	not detectable
(62) Carbaryl, or 1-naphthyl-N-methylcarbamate	28.7 micrograms per liter
(63) Ziram, or zinc salts of dimethyldithiocarbamic acid	4.18 micrograms per liter
(64) Ferbam, or iron salts of dimethyldithiocarbamic acid	4.18 micrograms per liter
(65) Captan, or N-trichloromethylthio-4-cyclohexene-1, 2-dicarboximide	17.5 micrograms per liter
(66) Folpet, or N-trichloro-nethyl-thiophthalimide	56.0 micrograms per liter
(67) Hexachlorobenzene (HCB)	0.35 micrograms per liter
(68) Paradichlorobenzene (PDB) (Also orthodichlorobenzene)	4.7 micrograms per liter
(69) Parathion (and Methyl parathion), or O, O-diethyl-O-p-nitrophenyl phosphorothioate, an methyl parathion, or O, O-dimethyl-O-p-nitrophenyl phosphorothioate	1.8 micrograms per liter
(70) Malathion, or S-1, 2-bis (ethoxy carbonyl) ethyl-O, O-dimethyl phosphorothioate	7.0 micrograms per liter
(71) Maneb, or-manganese salt of ethylene-bis-dithiocarbamic acid	1.75 micrograms per liter
(72) Zineb, or zinc salt of ethylene-bis-dithiocarbamic acid.	1.75 micrograms per liter
(73) Dithane, or zincate of manganese ethylene-bis-dithiocarbamate	1.75 micrograms per liter
(74) Thiram, or tetramethylthiuramdisulfide	1.76 micrograms per liter
(75) Atrazine, or 2-chloro-4-ethylamino-6-isopropylamino-1, 3, 5-triazine	7.5 micrograms per liter
(76) Propazine, or 2-chloro-4-ethylamino-6-isopropylamino-1, 3, 5-triazine	7.5 micrograms per liter

703.6 Effluent standards and/or limitations for discharges to class QA
 (a) The effluent standards and/or limitations in schedules I and II of this apply to a discharge from a point source or outlet or any other discharge meaning of Environmental Conservation Law, section 17-0501 which discharges or may enter the unsaturated or saturated zones.
 (b) The department may establish additional effluent standards and/or limitations as set forth in section 703.7 of this Part.
 (c) The effluent standards and/or limitations shall be incorporated in permits (under Part 750 of sec. of this Title) for discharges to ground waters, applicable.

Schedule I
 Applicability. The following effluent standards and/or limitations shall apply to all class QA waters in New York State.
 Biological organisms. Coliform and/or pathogenic organisms shall not be discharged in amounts sufficient to render fresh ground waters detrimental to health, safety or welfare.
 Chemical characteristics.

Substance	Maximum allowable concentration in mg/l (unless otherwise noted)
Aluminum	2.0
Arsenic	0.05
Barium	2.0
Cadmium	0.02
Chloride	500
Chromium (Cr) (Hexavalent)	0.10
Copper	1.0
Cyanide	0.40
Fluoride	3.0
Foaming Agent	1.0
Iron	0.6
Lead	0.05
Manganese	0.6
Mercury	0.004
Nickel	2.0
Nitrate (as N)	20
Oil and Grease	15
Phenols	0.002
Selenium	0.04
Silver	0.1
Sulfate	500
Sulfide	1.0
Zinc	5.0
pH Ranges	6.5-8.5
Aldrin, or 1, 2, 3, 4, 10, 10-hexachloro-1, 4, 4a, 5, 8, 8a-hexahydro-endo-1, 4-exo-5, 8-dimethanonaphthalene	not detectable
Chlordane, or 1, 2, 4, 5, 6, 7, 8, 8-octachloro-2, 3, 8a, 4, 7, 8a	0.1 ug/l



Specifications

- (77) Simazine, or 2-chloro-4, 6-diethylamino-S-triazine 75.25 micrograms per liter
- (78) Di-n-butylphthalate 770 micrograms per liter
- (79) Di(2-ethylhexyl) phthalate (DEHP) 4.2 milligrams per liter
- (80) Hexachlorophene, or 2, 2', 4, 4'-methylene-bis(3,4, 6-trichlorophenol) 7 micrograms per liter
- (81) Methyl methacrylate 0.7 milligrams per liter
- (82) Pentachlorophenol (PCP) 21 micrograms per liter
- (83) Styrene 931 micrograms per liter

Items: 1. Foaming agents determined as methylene blue active substances (MBAS) or other tests as specified by the commissioner.
 2. Combined concentration of iron and manganese shall not exceed 0.5 mg/l.
 3. Not detectable means by tests or analytical determinations referenced in section 703.4.

(b) Class GSA. (1) The best usage of class GSA waters is as a source of potable mineral waters, for conversion to fresh potable waters, or as raw material for the manufacture of sodium chloride or its derivatives or similar products. Such waters are saline waters found in the saturated zone.

(2) The following quality standards shall be applicable to class GSA waters:

Specifications

Items: None which may impair the waters for use as sources of saline waters for the best usage outlined above or as to cause or contribute to a condition in contravention of standards for other classified waters of the State.

(c) Class GSB. (1) The best usage of class GSB waters is as a receiving water for disposal of wastes. Such waters are those saline waters found in the saturated zone which have chloride concentration in excess of 1,000 milligrams per liter or a total dissolved solids concentration in excess of 2,000 milligrams per liter.

(2) The following quality standards shall be applicable to class GSB waters:

Specifications

Items: None which may be deleterious, harmful, detrimental or injurious to the public health, safety or welfare or which may cause or contribute to a condition in contravention of standards for other classified waters of the State.

(3) Class GSB shall not be assigned to any ground waters of the State unless the commissioner finds that adjacent and tributary ground waters and the best usage thereof will not be impaired by such classification.

Historical Note

REFERENCE 6

A-22

02:3409-06/26/91-DT

MARTIN

ATLANTIC TESTING LABORATORIES, LIMITED

Sustaining Member--N.Y.S. Society of Professional Engineers

at

Box 29
Canton, N.Y. 13617
(315) 386-4578

Box 356
Cicero, N.Y. 13039
(315) 699-5281

June 4, 1987

New York State Department
of Environmental Conservation
50 Wolf Road, Rm. 220
Albany, NY 12233-4015

Attn: Mr. Walter Demick

Re: Monitoring Well Installation
Salina Landfill, Syracuse, NY
Contract No. D001580
Report No. CD666-1-6-87

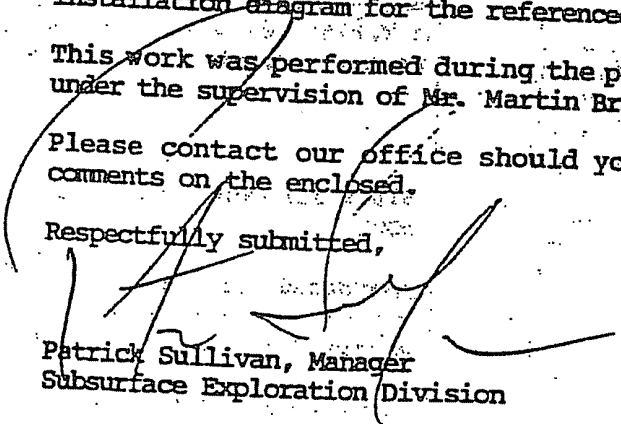
Gentlemen:

Enclosed are the drilling logs and one monitoring well installation diagram for the referenced project.

This work was performed during the period of May 20-22, 1987, under the supervision of Mr. Martin Brand of NYSDEC.

Please contact our office should you have any questions or comments on the enclosed.

Respectfully submitted,


Patrick Sullivan, Manager
Subsurface Exploration Division

PS/smf

encs.

A-23



atl

ATLANTIC TESTING LABORATORIES, Limited

SUBSURFACE INVESTIGATION

Report No. CD666-1-5-87

CLIENT NYS Dept. of Environmental Conservation Location of Boring Albany, NY Per Client _____

PROJECT Monitoring Well Installation
Salina Landfill, Syracuse, NY Date, start 5/20/87 Finish 5/20/87

Boring No. SW-1 Sheet 1 of 2

Ground Water Observations

Casing Hammer		Sampler Hammer		Date	Time	Depth	Casing at
Wt	lbs.	Wt	lbs.	5/20/87		4.0'	15.0'
Fall	in.	Fall	in.				

Ground Elev. _____ Casing _____
 H.S. Auger 4-1/4" I.D.

DEPTH	CASING BLOWS/FT.	SAMPLE NO.	DEPTH OF SAMPLE		TYPE SAMPLE	BLOWS ON SAMPLER PER 6" SAMPLER O.D.	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL	STANDARD PENETRATION NUMBER
			FROM	TO					
		1a	0.0	0.5	SS	5	0.5'	6" TOPSOIL	
		1b	0.5	2.0		8		Grey f SAND and SILT	
						8			
		2	2.0	4.0	SS	5		Grey f SAND and SILT; ORGANIC MATERIAL	
						6			
						11			
						5			
		3	4.0	6.0	SS	14		Similar Soils (wet)	
						10			
						5			
						3	6.5'		
		4	6.0	8.0	SS	1		mf SAND; ORGANIC MATERIAL with CLAY layer at 6.5' - 7.5' (saturated)	
						2			
						3	7.5'		
						4			
	AUGER	5	8.0	10.0	SS	7		CLAY, SILT, ORGANIC MATERIAL (saturated)	
						8			
						7			
						10			
		6	10.0	12.0	SS	3		Similar Soils (saturated)	
						1			
						5			
						7			
		7	12.0	14.0	SS	2		CLAY; trace SILT (saturated)	
						1			
						2			
						1			
		8	14.0	16.0	SS	2		Similar Soils (saturated)	
						2			
						2			
						3			

SS - SPLIT SPOON SAMPLE

U - UNDIS SHELBY TUBE

P - PISTON TYPE SAMPLE

DRILLERS

Gary Cambridge, John Saarinen

A-27

ecology and environment

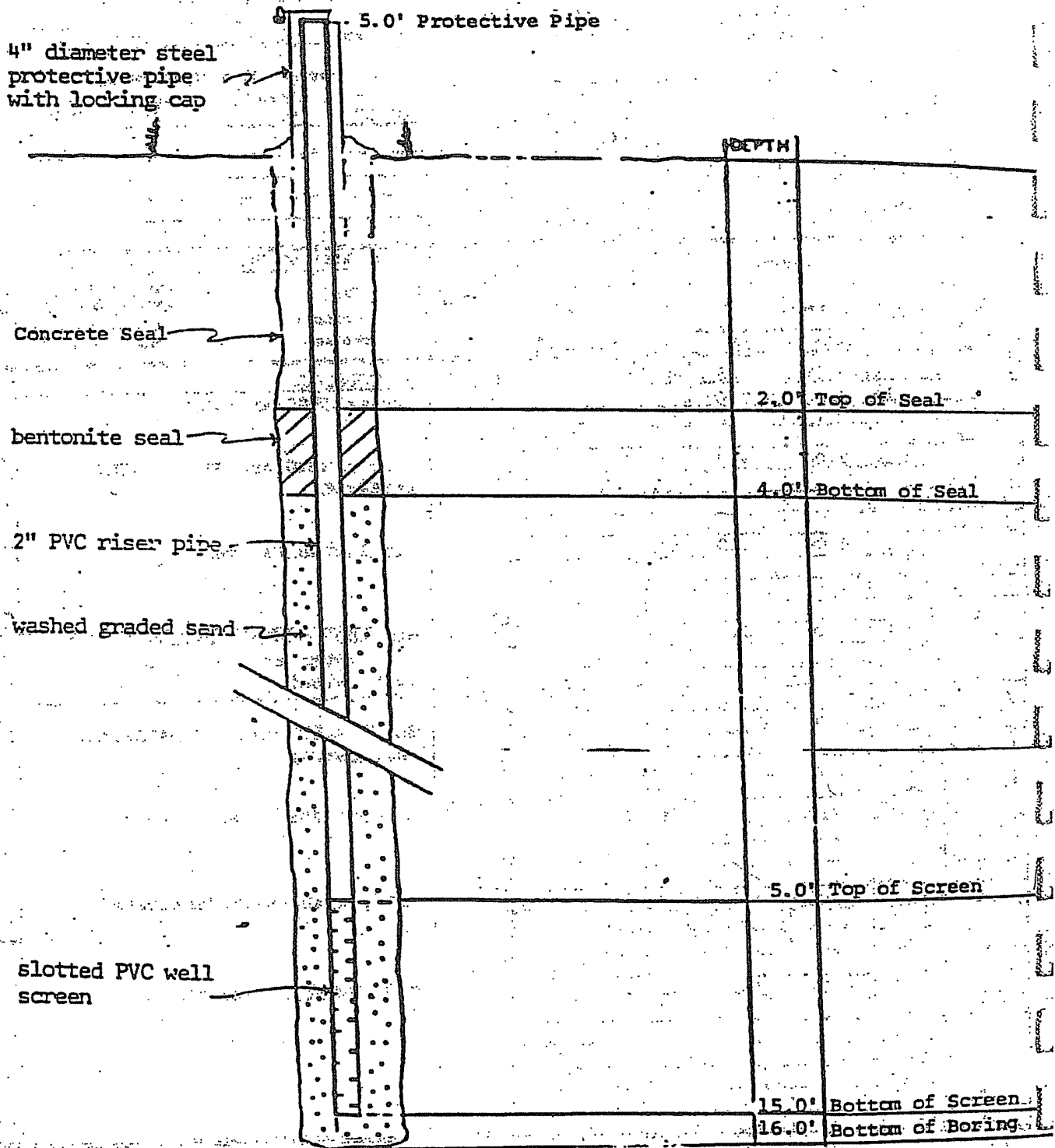
MONITORING WELL INSTALLATION DETAIL

PROJECT: Salina Landfill
Syracuse, New York

PROJECT NO. CD666-87

CLIENT: NYS Dept. of Env. Conservation
Albany, New York

WELL NO. SW-1



SALINA LANDFILL - SOILS/WASTE

Sampling Points:

SW-1 (upgradient monitoring well near NYS Thruway)

SH734036-01-01 5.5-7.5' 8080,8270 (ENAs/PCBs)

SH734036-01-02 2.0-4.0' TCDF

SW-2 (borehole along Ley Creek, eastern location)

SH734036-02-01 7.0-10.0' HSL, TCDF

SH734036-02-02 2.0-4.0' TCDF

SH734036-02-03 5.0-7.0' 8080,8270 (ENAs/PCBs)

SW-3 (borehole, southwest corner of landfill)

SH734036-03-01 2.0-4.0' 8080,8270 (ENAs/PCBs)

SH734036-03-02 10.0-12.0' HSL,TCDF

SALINA LANDFILL - SOILS/WASTE

SE734036-01-02

(SW-1, 2-4')

Dibenzofurans (ng/g)

tetra (total) TCDF	ND
2,3,7,8	ND
penta	ND
hexa	ND
hepta	ND
octa	ND

SALINA LANDFILL - SOILS/WASTE

SH734036-01-01

(SW-1, 5.5-7.5')

Semi-volatiles(ug/kg)

Pesticides/PCBs(ug/kg)

bis(2-ethylhexyl)phthalate 6200

none detected

SALINA LANDFILL - SOILS/WASTE

SH734036-02-02

(SW-2, 2-4')

Dibenzofurans (ng/g)

tetra (total) TCDF 0.029
2,3,7,8 Conf.Sp-2331

penta ND
hexa 0.170
hepta 0.310
octa 0.140

SALINA LANDFILLS - SOILS/WASTE

SH734036-02-01

(SW-2, 7-10')

Volatiles (ug/kg)

methylene chloride	110 B
acetone	1600
2-butanone	290
toluene	31
chlorobenzene	58
xylenes (totals)	30

Pesticides/PCBs (ug/kg)

Aroclor-1242	270000
--------------	--------

Semi-volatiles (ug/kg)

1,4-dichlorobenzene	1300 J
naphthalene	1200 J
2-methynaphthalene	1400 J
acenaphthalene	980 J
acenaphthene	1700 J
dibenzofuran	1200 J
fluorene	2800 J
n-nitrosodiphenylamine	2400 J
phenanthrene	13000
anthracene	3700 J
di-n-butylphthalate	1000 J
fluoranthene	12000
pyrene	13000
benzo(a)anthracene	4600 J
bis(2-ethylhexyl) phthalate	21000
chrysene	7500
di-n-octylphthalate	690 J
benzo(b)fluoranthene	8200 J
benzo(k)fluoranthene	8200 J
benzo(a)pyrene	5400 J
indeno(1,2,3-cd)pyrene	3300 J
dibenz(a-h)anthracene	1100 J
benzo(g-h-i)perylene	3200 J

Tentative ID Compounds(ug/kg)

BNA fraction (total)	676000
VOA unk. hydrocarbons	175

Metals (mg/kg)

aluminum	7940
arsenic	13
barium	(163)
cadmium	29
calcium	51300
chromium	4060
cobalt	(9.5)
copper	1420
iron	44200
lead	378
magnesium	12600
manganese	430
mercury	0.8
nickel	1.00
potassium	(822)
silver	24
tin	137
vanadium	(26)
zinc	1010

Dibenzofurans (ng/g)

tetra (total) TCDF	0.018
2,3,7,8 Conf. SP-2331	
penta	0.054
hexa	0.054
hepta	0.098
octa	0.170

SALINA LANDFILL - SOILS/WASTE

SH734036-03-01

(SW-3, 2-4')

Semi-volatiles (ug/kg)

phenanthrene	2100 J
anthracene	890 J
fluoranthene	3100 J
pyrene	2900 J
butylbenzylphthalate	1600 J
benzo(a)anthracene	1500 J
bis(2-ethylhexyl) phthalate	8500
chrysene	1700 J
di-n-octylphthalate	650 J
benzo(b)fluoranthene	2300 D,J
benzo(k)fluoranthene	2300 D,J
benzo(a)pyrene	1500 J
indeno(1,2,3-cd) pyrene	1200 J
dibenz(a-h)anthracene	460 J
benzo(g-h-i)perylene	1200 J

Pesticides/PCBs (ug/kg)

none detected

Tentative ID Compounds(ug/kg)

ENA fraction (total) 15800

SALINA LANDFILL - SOILS/WASTE

SH734036-02-03

(SW-2, 5-7')

Semi-volatiles (ug/kg)

acenaphthene	680 J
dibenzofuran	500 J
fluorene	1100 J
phenanthrene	3400 J
anthracene	1700 J
fluoranthene	4500
pyrene	3800 J
benzo(a)anthracene	2200 J
bis(2-ethylhexyl) phthalate	21000
chrysene	2100 J
benzo(b)fluoranthene	2800 D,J
benzo(k)fluoranthene	2800 D,J
benzo(a)pyrene	2100 J
indeno(1,2,3-cd) pyrene	1100 J
dibenz(a-h)anthracene	470 J
benzo(g-h-i)perylene	1200 J

Pesticides/PCBs (ug/kg)

Aroclor-1242 11000

Tentative ID Compounds(ug/kg)

BNA fraction (total) 40000

SALINA LANDFILL - SOILS/WASTE

SH734036-03-02

(SW-3, 10-12')

Volatiles (ug/kg)

methylene chloride	56 B
acetone	700
2-butanone	150
chlorobenzene	7.2 J
xylenes (total)	32

Semi-volatiles (ug/kg)

di-n-butylphthalate	79000
bis(2-ethylhexyl) phthalate	23000

Dibenzofurans (ng/g)

tetra (total)TCDF	0.029
2,3,7,8	ND
penta	ND
hexa	ND
hepta	ND
octa	ND

Pesticides/PCBs (ug/kg)

Aroclor-1242	4900
--------------	------

Metals (mg/kg)

aluminum	5570
barium	(140)
cadmium	11
calcium	28200
chromium	430
copper	674
iron	91200
lead	180
magnesium	8650
manganese	749
mercury	0.6
nickel	541
potassium	(685)
tin	116
vanadium	(15)
zinc	1560

Name ERCO/ENSECO

Sample Number

517340360201

Organics Analysis Data Sheet
(Page 3)

Pesticide / PCBs

Concentration Low Medium (Circle One)
 Date Extracted / Prepared 6-10-87
 Date Analyzed 6-26-87; 6-29-87
 Conc/Dil Factor 10
 Percent Moisture (decanted) 5a PH=7

GPC Cleanup Yes No
 Separatory Funnel Extraction Yes
 Continuous Liquid - Liquid Extraction Yes

CAS Number		ug/l or ug/kg (Circle One)
319-84-6	Alpha-BHC	80u
319-85-7	Beta-BHC	80u
319-86-8	Delta-BHC	80u
55-89-9	Gamma-BHC (Lindane)	80u
75-44-8	Heptachlor	80u
309-00-2	Aldrin	80u
1024-57-3	Heptachlor Epoxide	80u
959-98-8	Endosulfan I	80u
60-57-1	Dieldrin	160u
72-55-9	4-4-DDD	160u
72-20-6	Endrin	160u
33213-65-9	Endosulfan II	160u
72-54-8	4-4-DDD	160u
1031-07-8	Endosulfan Sulfate	160u
50-28-3	4-4-DDT	160u
72-43-5	Methoxychlor	800u
53494-70-5	Endrin-Ketone	160u
57-74-9	Chlordane	800u
8001-35-2	Toxaphene	1600u
12574-11-2	Aroclor-1016	800u
11104-26-2	Aroclor-1221	800u
11141-16-5	Aroclor-1232	800u
53469-21-9	Aroclor-1242	270,000
12572-29-6	Aroclor-1248	800u
11097-69-1	Aroclor-1254	800u
11099-02-5	Aroclor-1260	800u

V_i = Volume of extract injected (ul)

V_B = Volume of water extracted (ml)

W_B = Weight of sample extracted (g)

V_t = Volume of total extract (ul)

V_B NA or W_B 14.9 V_i 20,000 V_t 2.0

Name Ensero Ereo Laboratory
NY's DEP

Sample Number
SH734031-03-0

Organics Analysis Data Sheet
 (Page 4)

Tentatively Identified Compounds

CAS Number	Compound Name	Fraction	RT or Scan Number	Estimated Concentration (ug/l or ug/kg)
1.	C ₈ H ₁₈ isomer	BNA	214	24000
2.	C ₁₄ H ₃₀ isomer	BNA	672	20000
3.	C ₁₅ H ₃₂ isomer	BNA	765	17000
4.	C ₁₆ H ₃₄ isomer	BNA	736	31000
5.	Unknown hydrocarbon	BNA	979	20000
6.	C ₁₉ H ₄₀ isomer	BNA	1081	43000
7. 6-4-52-0	Methyl Sulfide (SE)	BNA	1239	20000
8.	C ₁₈ H ₃₈ isomer	BNA	1276	19000
9.	C ₄ -phenanthrene isomer	BNA	1345	50000
10.	Unknown	BNA	1419	30000
11.	Unknown	BNA	1529	20000
12. 636-01-3	Hexacosane	BNA	1544	23000
13. 543-49-7	Heptacosane	BNA	1543	25000
14.	Unknown alkane	BNA	1639	31000
15.	Unknown alkane	BNA	1690	39000
16.	Unknown alkane	BNA	1751	28000
17.	Unknown steroid (C ₂₇ H ₄₆ O isomer)	BNA	1811	20000
18.	Unknown alkane	BNA	1824	33000
19.	Unknown steroid (C ₂₇ H ₄₆ O isomer)	BNA	1849	20000
20.	Unknown steroid (C ₂₈ H ₅₀ O isomer)	BNA	2040	30000
21.	Unknown hydrocarbon	VOA	1075	31
22.	Unknown hydrocarbon	VOA	1284	54
23.	Unknown hydrocarbon	VOA	1292	41
24.	Unknown hydrocarbon	VOA	1601	11
25.				
26.				
27.				
28.				
29.				
30.				

00001

Date 6-23-87

COVER PAGE
INORGANIC ANALYSIS DATA PACKAGE

Lab Name ROCKY MOUNTAIN ANALYTICAL
SOW No. 784

QC Report No. 59091

Sample Numbers

Client No.	Lab ID No.	Client No.	Lab ID No.
87-006916 ¹⁹	59091-01D	SH734-036-03-02 Duplicate	
87-006916	59091-01	SH734-036-03-02	
87-006916 ¹⁷	59091-01S	SH734-036-03-02 MS	
87-006925 ¹⁵	59091-02	SH734-036-02-01	
87-006925	[59091-99]	Euro Blank	

Comments: 2 LOW SOILS FOR TOTAL METALS AND CYANIDE ANALYSIS
SERIAL DILUTION OF SAMPLE 59091-02 IS IDENTIFIED AS [59091-99]

ICP Interelement and background corrections applied? Yes X No
If yes, corrections applied before X or after generation of raw data.

Footnotes:

- NR - not required by contract at this time
- Form Value - if the result is a value greater than or equal to the instrument detection limit but less than the contract required detection limit, report the value in brackets (i.e., [10]). Indicate the method used with P (for ICP/Flame AA) or F (for furnace).
- U - indicates element was analyzed for but not detected. Report with the detection limit value (e.g., 100).
- E - indicates a value estimated or not reported due to the presence of interference. Explanatory note included on cover page.
- SR - indicates value determined by Method of Standard Addition.
- Y - indicates spike sample recovery is not within control limits.
- ± - indicates duplicate analysis is not within control limits.
- CV - indicates the correlation coefficient for method of standard addition is less than 0.995.
- AS - indicates Cold Vapor.
- indicates Automated Spectrophotometric

Narrative

QC # 59091
N/A

Comments: Nickel, Selenium, Silver and Cyanide are
flagged for spike recoveries. Cadmium, Iron, and
Lead are flagged for duplicate precision. The
sample is a mixture of mud and clay and
contains small rocks. A recipe for Furnace,
ICP and Cyanide was not done, because it was
determined that the spike recoveries and duplicate
analyses results were due to the sample matrix
and not to prep procedures.

Lab Manager LLD

Lab ID No.
59091-01

Date 6-23-87

INORGANIC ANALYSIS DATA SHEET

LAB NAME ROCKY MOUNTAIN ANALYTICAL
SOV NO. 784
LAB SAMPLE ID. NO. -

QC REPORT NO. 59091

Elements Identified and Measured

Concentration: Low X Soil X Sludge Medium Other Other
Matrix: Water

mg/kg dry weight

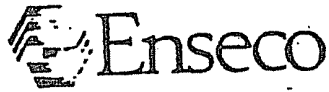
1. ALUMINUM	5570	P	13. MAGNESIUM	8650	P
2. ANTIMONY	21U	P	14. MANGANESE	749	P
3. ARSENIC	10U	F	15. MERCURY	0.6	CV
4. BARIUM	[140]	P	16. NICKEL	541	P R
5. BERYLLIUM	1U	P	17. POTASSIUM	[685]	P
6. CADMIUM	11	P X	18. SELENIUM	5U	F R
7. CALCIUM	28200	P	19. SILVER	4U	P R
8. CHROMIUM	430	P	20. SODIUM	898U	P
9. COBALT	5U	P	21. THALLIUM	10U	F
10. COPPER	674	P	22. TIN	116	P
11. IRON	91200	P X	23. VANADIUM	[15]	P
12. LEAD	180	F X	24. ZINC	1560	P

Cyanide 1.1 AS R Percent Solids (%) 50

Footnotes: For reporting results to EPA, standard result qualifiers are used as defined on Cover Page. Additional flags or footnot explaining results are encouraged. Definition of such flag must be explicit and contained on Cover Page, however.

Comments: SAMPLE NOS. 87-006916 87-006917 & 87-006919
Lead value reported at an additional 10x dilution

Lab Manager W



June 19, 1987
Lab No. 29565
Received: 29-May-87
Project ID: 4195

Dallas Wait
ERCO
205 Alewife Brook Parkway
Cambridge, MA 02138

Four soil samples were received under chain of custody in eight ounce glass jars to be analyzed for total Cl₄-Cl₈ furans only.

<u>CAL I.D.</u>	<u>Sample I.D.</u>
29565-1	SH734036-01-02 21-May-87
-2	SH734036-02-02 22-May-87
-3	SH734036-03-02 22-May-87
-4	SH734036-02-01 21-May-87

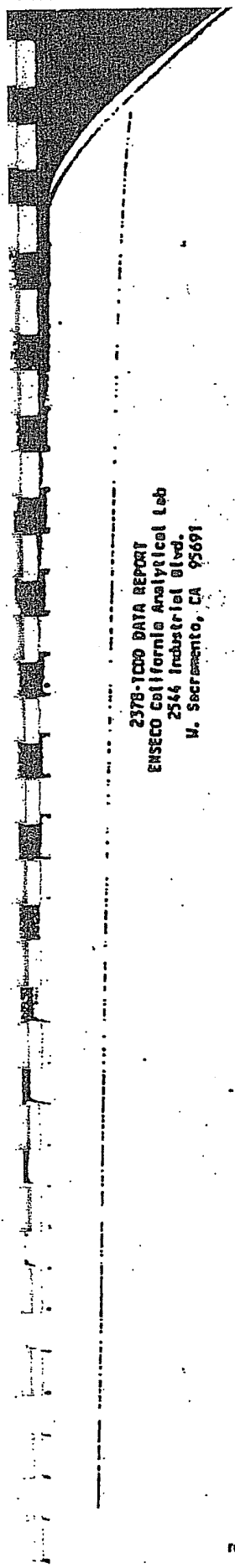
RESULTS

See attached data sheets.

Michael J. Mille, Ph.D.
Vice President

mbw

Robert S. Mitzel
GC/MS Lab Supervisor



2378-TCDD DATA REPORT
 ENSECO California Analytical Lab
 2544 Industrial Blvd.
 W. Sacramento, CA 95691

Lab: ENSECO California Analytical Lab
 Case No. 29565
 Batch/Shipment No.

Report Date: 6/12/87
 Column: SP-2331

Col Labs ID	Sample Number	Aliquot C Net Wt. U (grams)	PPB TCDD Reas	Inst ID	Date	Time	306/ 306	316/ 318	316 318	306 306	316 318	306 306	316 318	306 306	316 318	306 306	316 318	306 306	316 318	Comments	
29565-3	SH734036-02-02	Y 17.00	ND	5	06/12/87	10:29:00		0.028	5	06/12/87	10:29:00		0.80		0.80		0.80		0.80		
29565-2	SH734036-02-01	Y 1.00	ND	5	06/12/87	11:12:00		0.18	5	06/12/87	11:12:00		0.81		0.81		0.81		0.81		
29565-4	SH734036-02-01	Y .00	ND	5	06/12/87	11:31:00		0.055	5	06/12/87	11:31:00		0.80		0.80		0.80		0.80		

FB = Method Blank
 P = Partial Scan/Confirmatory Analysis
 NS = Native TCDD Spike
 D = Duplicate/Fortified Field Blank
 RI = Re-Injection
 CU = Clean Up
 FB = Field Blank
 ND = Not Detected
 DL = Detection Limit
 RE = Re-extraction
 MPC = Maximum Possible Concentration

*Corrected for contribution by native TCDD; 0.9% of m/z 322 subtracted

Prepared by: *[Signature]*
 Approved by: *[Signature]*

Date: 6/12/87

FORM B-1

ENSECO-CAL LAB
POLYCHLORINATED DIOXIN/FURAN ANALYSIS
TICKET NO. 29565

CLIENT ID: SH734036-01-02 Date Analyzed: 6/8/87 Column: DB-5
CAL ID: 29565-1 Weight: 10.42G

FURANS	AMOUNT FOUND (ng/g)	DETECTION LIMIT (ng/g)
tetra (total)	ND	0.011
penta	ND	0.015
hexa	ND	0.013
hepta	ND	0.025
octa	ND	0.092

& Recovery 13C-2378-TCDF = 59%

ND = Not Detected

PREPARED BY: gf

APPROVED BY: BSM

DATE: 6/17/87

ENSECO-CAL LAB
 POLYCHLORINATED DIOXIN/FURAN ANALYSIS
 TICKET NO. 29565

CLIENT ID: SH734036-02-01 Date Analyzed: 6/9/87 Column: DB-5
 CAL ID: 29565-4 Weight: 9.8G

FURANS	AMOUNT FOUND (ng/g)	DETECTION LIMIT (ng/g)
tetra (total) 2378-Confirmation: SP-2331	0.18	- 0.055
penta	0.054	-
hexa	0.054	-
hepta	0.098	-
octa	0.17	-

& Recovery 13C-2378-TCDF = 36%

ND = Not Detected

PREPARED BY: gf

APPROVED BY: BSM

DATE: 6/17/87

ENSECO-CAL LAB
POLYCHLORINATED DIOXIN/FURAN ANALYSIS
TICKET NO. 29565

CLIENT ID: SH734036-02-02 Date Analyzed: 6/8/87 Column: DB-5
CAL ID: 29565-2 Weight: 10.01G

FURANS	AMOUNT FOUND (ng/g)	DETECTION LIMIT (ng/g)
tetra (total) 2378-Confirmation: SP-2331	0.029	- 0.18
penta	ND	0.033 *
hexa	0.17	-
hepta	0.31	-
octa	0.14	-

* Recovery 13C₂-2378-TCDF = 38%

ND = Not Detected

* Chemical Interference

PREPARED BY: gf

APPROVED BY: BSM

DATE: 6/17/87

ENSECO-CAL LAB
POLYCHLORINATED DIOXIN/FURAN ANALYSIS
TICKET NO. 29565

CLIENT ID: SH734036-03-02 - Data Analyzed: 6/8/87 Column: DB-5
CAL ID: 29565-3 Weight: 10.38G

FURANS	AMOUNT FOUND (ng/g)	DETECTION LIMIT (ng/g)	
tetra (total) (2378)	0.29 ND	- 0.046	
penta	ND	0.057	**
hexa	ND	0.037	**
hepta	ND	0.10	**
octa	ND	0.075	**

* Recovery 13C-2378-TCDF = 32%

ND = Not Detected

** Chemical Interference

PREPARED BY: DS

APPROVED BY: BSM

DATE: 6/18/87

ENSECO-CAL LAB
QUALITY CONTROL SUMMARY

CASE NO: 29565

CLIENT ID: SH734036-03-02 Native Spike

CAL ID: 29565-3NS

FURANS	ng/g Found in Sample	ng/g Spiked	ng/g Found in NS Sample	NS % Recovery
2,3,7,8-TCDF	ND	0.97	1.09	113%
penta (12378)	ND	0.97	0.88	91%
hexa (123478)	ND	0.97	0.89	92%
hepta (1234678)	ND	0.97	0.90	93%
octa (total)	ND	4.8	7.4	153%

PREPARED BY: gf

APPROVED BY: Bsin

DATE: 6/17/87

ENSECO-CAL LAB
 QUALITY CONTROL SUMMARY

CASE NO: 29565

CLIENT ID: SH734036-03-02 Native Spike Duplicate

CAL ID: 29565-3NSD

FURANS	ng/g Found in Sample	ng/g Spiked	ng/g Found in NS Sample	NS % Recovery
2,3,7,8-TCDF	ND	0.96	0.78	82%
penta (12378)	ND	0.96	0.76	79%
hexa (123478)	ND	0.96	0.63	66%
hepta (1234678)	ND	0.96	0.60	63%
octa (total)	ND	4.8	56.0	112%

PREPARED BY: Of

APPROVED BY: BM

DATE: 6/7/87

ENSECO-CAL LAB
 POLYCHLORINATED DIOXIN/FURAN ANALYSIS

TICKET NO. 29565

CLIENT ID: Method Blank Date Analyzed: 6/8/87 Column: DB-5
 CAL ID: 29565-MB Weight: 10.0G

FURANS	AMOUNT FOUND (ng/g)	DETECTION LIMIT (ng/g)
tetra (total)	ND	0.0040
penta	ND	0.022
hexa	ND	0.0086
hepta	ND	0.011
octa	ND	0.024

* Recovery 13C-2378-TCDF = 74%

ND = Not Detected

PREPARED BY: gl

APPROVED BY: bsm

DATE: 6/7/87

Organics Analysis Data Sheet
(Page 2)

Semivolatile Compounds

Concentration Low Medium (Circle One)
 Date Extracted/Prepared 6-10-87
 Date Analyzed 6-18-87
 Conc/Dil Factor: 9.5
 Percent Moisture (Decanted) 18

GPC Cleanup Yes No
 Separatory Funnel Extraction Yes
 Continuous Liquid-Liquid Extraction Yes

CAS Number	Compound	ug/l or ug/Kg (Circle One)
10E-95-2	Phenol	3700u
111-44-4	bis-2-Chloroethyl Ether	3700u
95-57-8	2-Chlorophenol	3700u
541-73-1	1,3-Dichlorobenzene	3700u
105-46-7	1,4-Dichlorobenzene	3700u
100-51-6	Benzyl Alcohol	3700u
95-50-1	1,2-Dichlorobenzene	3700u
95-48-7	2-Methylphenol	3700u
39E3E-32-9	bis(2-chloroisopropyl) Ether	3700u
10E-44-5	4-Methylphenol	3700u
621-64-7	N-Nitroso-Di-n-Propylamine	3700u
67-72-1	Hexachloroethane	3700u
98-95-3	Nitrobenzene	3700u
78-59-1	Isophorone	3700u
88-75-5	2-Nitrophenol	3700u
105-67-9	2,4-Dimethylphenol	3700u
65-85-0	Benzoic Acid	1900u
111-91-1	bis-2-Chloroethoxy Methane	3700u
120-83-2	2,4-Dichlorophenol	3700u
120-82-1	1,2,4-Trichlorobenzene	3700u
91-20-3	Naphthalene	3700u
106-47-8	4-Chloroaniline	3700u
87-68-3	Hexachlorobutadiene	3700u
59-50-7	4-Chloro-3-Methylphenol	3700u
91-57-6	2-Methylnaphthalene	3700u
77-47-4	Hexachlorocyclopentadiene	3700u
88-06-2	2,4,6-Trichlorophenol	3700u
95-95-4	2,4,5-Trichlorophenol	1900u
91-58-7	2-Chloronaphthalene	3700u
88-74-4	2-Nitroaniline	1900u
131-11-3	Dimethyl Phthalate	3700u
208-96-8	Acenaphthylene	3700u
99-09-2	3-Nitroaniline	1900u

CAS Number	Compound	ug/l or ug/Kg (Circle One)
83-32-9	Acenaphthene	600u
51-28-5	1,4-Dinitrobenzene	3700u
100-02-7	1-Nitrophenol	3700u
132-64-9	Dibenzofuran	500u
121-14-2	2,4-Dinitrotoluene	3700u
606-20-2	2,6-Dinitrotoluene	3700u
84-66-2	Diethylphthalate	3700u
7005-72-3	4-Chlorophenyl-phenylether	3700u
96-73-7	Fluorene	1100u
100-01-6	4-Nitroaniline	3700u
534-52-1	4,6-Dinitro-2-Methylphenol	3700u
85-39-6	N-Nitrosodiphenylamine (1)	3700u
101-55-3	4,8-Dimethylphenyl-phenylether	3700u
118-74-1	Hexachlorobenzene	3700u
87-86-5	Pentachlorophenol	3700u
85-01-8	Phenanthrene	1700u
120-12-7	Anthracene	3700u
84-74-2	Di-n-Butylphthalate	4500u
206-44-0	Fluoranthene	3700u
129-00-0	Pyrene	3700u
85-68-7	Butylbenzophthalate	3700u
91-94-1	2,3,7-Trichlorobenzidine	7000u
56-55-3	Benzobenzanthracene	2000u
117-81-7	bis(2-Ethylhexyl)Phthalate	2100u
218-01-9	Chrysene	2100u
117-84-0	Di-n-Octyl Phthalate	5000u
205-99-2	Benzobifluoranthene	2000u
207-08-9	Benzobifluoranthene	2000u
50-32-8	Benzofluoranthene	2100u
193-39-5	Indeno(1,2,3-cd)Pyrene	1100u
53-70-3	Dibenzofluoranthene	4700u
191-24-2	Benzofluoranthene	1200u

(1) Cannot be separated from diphenylamine

d = correction

Organics Analysis Data Sheet
(Page 3)

Pesticide / PCBs

Concentration Low Medium (Circle One)
 Date Extracted / Prepared 6-10-87
 Date Analyzed 6-26-87 7-29-87
 Conc/Dil Factor 10
 Percent Moisture (decanted) 18 PH = 7

GPC Cleanup Yes No
 Separatory Funnel Extraction Yes
 Continuous Liquid - Liquid Extraction Yes

CAS Number		ug/l or ug/kg (Circle One)
319-84-6	Alpha-BHC	80U
319-85-7	Beta-BHC	80U
319-86-8	Delta-BHC	80U
58-89-9	Gamma-BHC (Lindane)	80U
76-44-8	Heptachlor	80U
309-00-2	Aldrin	80U
1024-57-3	Heptachlor Epoxide	80U
959-98-8	Endosulfan I	80U
60-57-1	Dieldrin	160U
72-55-9	4,4-DDD	160U
72-20-6	Endrin	160U
33213-65-9	Endosulfan II	160U
72-54-8	4,4-DDD	160U
1001-07-8	Endosulfan Sulfate	160U
50-29-3	4,4-DDT	160U
72-43-5	Methoxychlor	800U
53494-70-5	Endrin Ketone	160U
57-74-9	Chlordane	800U
8001-35-2	Toxaphene	1600U
12674-11-2	Aroclor-1016	800U
11104-28-2	Aroclor-1221	800U
11141-16-5	Aroclor-1232	800U
53469-21-9	Aroclor-1242	11,000
12672-29-6	Aroclor-1248	800U
11097-69-1	Aroclor-1254	800U
11096-82-5	Aroclor-1260	800U

V_i = Volume of extract injected (ul)
 V_w = Volume of water extracted (ml)
 W_g = Weight of sample extracted (g)
 V_t = Volume of total extract (ul)

V_w NA or W_g 24.5 V_i 20,000 V_t 2.0

Organics Analysis Data Sheet (Page 2)

Semivolatile Compounds

Concentration (Low) Medium (Circle One)
 Date Extracted/Prepared 6-10-87
 Date Analyzed 6-18-87
 Conc/Dil Factor: 9.5
 Percent Moisture (Decanted) 18

GPC Cleanup Yes No
 Separatory Funnel Extraction Yes
 Continuous Liquid-Liquid Extraction Yes

CAS Number	Compound	ug/l or ug/Kg (Circle One)
106-95-2	Pheno	3800u
111-44-4	bis-2-Chloroethyl Ether	3800u
95-57-8	2-Chlorophenol	3800u
541-73-1	1,3-Dichlorobenzene	3800u
106-46-7	1,4-Dichlorobenzene	3800u
100-51-6	Benzyl Alcohol	3800u
95-50-1	1,2-Dichlorobenzene	3800u
95-46-7	2-Methylphenol	3800u
39636-32-9	bis(2-chloroisopropyl) Ether	3800u
106-44-5	4-Methylphenol	3800u
621-64-7	N-Nitroso-Di-n-Propylamine	3800u
67-72-1	Hexachloroethane	3800u
98-95-3	Nitrobenzene	3800u
78-59-1	Isophorone	3800u
86-75-5	2-Nitrophenol	3800u
105-67-9	2,4-Dimethylphenol	3800u
65-85-0	Benzoic Acid	1900u
111-91-1	bis(2-Chloroethoxy)Methane	3800u
120-83-2	2,4-Dichlorophenol	3800u
120-82-1	1,2,4-Trichlorobenzene	2800u
91-20-3	Phenol	3800u
106-47-8	4-Chloroaniline	3800u
87-65-3	Hexachlorobutadiene	3800u
59-50-7	4-Chloro-3-Methylphenol	3800u
91-57-6	2-Methylnaphthalene	3800u
77-47-4	Hexachlorocyclopentadiene	3800u
88-06-2	2,4,6-Trichlorophenol	3800u
95-95-4	2,4,5-Trichlorophenol	1900u
91-58-7	2-Chloronaphthalene	3800u
86-74-4	2-Nitroaniline	1900u
131-11-3	Dimethyl Phthalate	3800u
208-96-8	Acenaphthylene	3800u
99-09-2	3-Nitroaniline	1900u

CAS Number	Compound	ug/l or ug/Kg (Circle One)
83-32-9	Acenaphthene	3800u
51-28-5	2,4-Dinitrophenol	1900u
100-02-7	4-Nitrophenol	1900u
132-64-9	Dibenzofuran	3800u
121-14-2	2,4-Dinitrotoluene	3800u
606-20-2	2,6-Dinitrotoluene	3800u
84-66-2	Diethylphthalate	3800u
7005-72-3	4-Chlorophenylphenylether	3800u
86-73-7	Fluorene	3800u
100-01-6	4-Nitroaniline	1900u
534-52-1	4,6-Dinitro-2-Methylphenol	1900u
85-30-6	N-Nitrosodiphenylamine (1)	3800u
101-55-3	4-Bromophenylphenylether	3800u
118-74-1	Hexachlorobenzene	3800u
87-86-5	Pentachloropheno	1900u
85-01-8	Phenanthrene	3800u
120-12-7	Anthracene	3800u
84-74-2	Di-n-Butylphthalate	3800u
206-44-0	Fluoranthene	3800u
129-00-0	Pyrene	2800u
95-68-7	Di-n-butylphthalate	1900u
91-84-1	3,3-Dichlorobenzidine	7000u
56-55-3	Benzo(a)Anthracene	1500u
117-81-7	bis(2-Ethylhexyl)Phthalate	8500u
218-01-9	Chrysene	1700u
117-84-0	Di-n-Octyl Phthalate	6500u
205-99-2	Benzo(b)Fluoranthene	2300u
207-08-9	Benzo(k)Fluoranthene	2300u
50-32-8	Benzo(a)Pyrene	1500u
193-39-5	Indeno(1,2,3-cd)Pyrene	1200u
53-70-3	Dibenz(a,h)Anthracene	4100u
191-24-2	Benzo(b)Perylene	1200u

d = coelution

(1) Cannot be separated from diphenylamine

A-56

Name ERCO/ENSECO
NYC DFC

Sample Number
SH7340360301

Organics Analysis Data Sheet
 (Page 3)

Pesticide / PCBs

Concentration Low Medium (Circle One)
 Date Extracted / Prepared 6-16-87
 Date Analyzed 6-26-87
 Conc/Dil Factor 10
 Percent Moisture (decanted) 18 pH = 7

GPC Cleanup Yes No
 Separatory Funnel Extraction Yes
 Continuous Liquid - Liquid Extraction Yes

GAS Number		ug/l or ug/Kg (Circle One)
319-84-6	Alpha-BHC	80u
319-85-7	Beta-BHC	80u
319-86-8	Delta-BHC	80u
56-29-9	Gamma-BHC (Lindane)	80u
76-44-8	Heptachlor	80u
309-00-2	Aldrin	80u
1024-57-3	Heptachlor Epoxide	80u
959-96-8	Endosulfan I	160u
50-57-1	Dieldrin	160u
72-55-9	4,4'-DDE	160u
72-20-6	Endrin	160u
33213-65-9	Endosulfan II	160u
72-54-8	4,4'-DDD	160u
1031-07-8	Endosulfan Sulfate	160u
50-29-3	4,4'-DDT	800u
72-43-5	Methoxychlor	160u
53494-70-5	Endrin Ketone	800u
57-74-9	Chlordane	1600u
8001-35-2	Toxaphene	800u
12674-11-2	Aroclor-1016	800u
11104-28-2	Aroclor-1221	800u
11141-16-5	Aroclor-1232	800u
53469-21-9	Aroclor-1242	800u
12672-77-0	Aroclor-1248	800u
11097-69-1	Aroclor-1254	800u
11096-82-5	Aroclor-1260	800u

V_i = Volume of extract injected (ul)
 V_B = Volume of water extracted (ml)
 W_B = Weight of sample extracted (g)
 V_t = Volume of total extract (ul)

V_B NA or W_B 25.1 V_i 20,000 V_t 2.0

Name: Ensero Free Laboratory
NISTC

Sample Number
5H734131-03-01

Organics Analysis Data Sheet
 (Page 4)

Tentatively Identified Compounds

CAS Number	Compound Name	Fraction	RT or Scan Number	Estimated Concentration (ug/l or ug/kg)
1.	Unknown	BNA	1297	2100
2.	Unknown	BNA	1352	1700
3.	Unknown	BNA	1293	2700
4.	Unknown	BNA	1443	3400
5.	Unknown	BNA	1496	1600
6.	Unknown	BNA	1543	1600
7.	Unknown Steroid (C ₂₉ H ₅₀ O isomer)	BNA	2032	2700
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
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25.				
26.				
27.				
28.				
29.				
30.				

REFERENCE 7

A-59

To: CALOCERINOS & SPINA ENGINEERS
 1030 SEVENTH NORTH STREET
 LIVERPOOL, NY 13088

Date: Jul 28 1987

Attention: CLARKSON/SALINA

 SAMPLE #3411

PAGE 1 OF 2

LABORATORY ANALYSIS REPORT

SAMPLE SUMMARY

CLIENT : CALOCERINOS & SPINA ENGINEERS
 JOB # : 905.019.02
 LOCATION : SALINA LANDFILL, #3 SW-2
 METHOD : 6342

DATE RECEIVED : 05/28/87
 DATE COLLECTED : 05/28/87
 TIME COLLECTED : 1102

PARAMETER	RESULTS	UNITS
PCB'S IN SEDIMENT AS 1221	121.	MG/KG
PCB'S IN SEDIMENT AS 1222	121.	MG/KG
PCB'S IN SEDIMENT AS 1242/1012	125.	MG/KG
PCB'S IN SEDIMENT AS 1242	74.	MG/KG
PCB'S IN SEDIMENT AS 1224	17.	MG/KG
PCB'S IN SEDIMENT AS 1220	17.0	MG/KG
PCB'S IN SEDIMENT AS 1222	17.0	MG/KG
PCB'S IN SEDIMENT AS 1222	17.0	MG/KG
BENZENE	10.50	MG/KG
1,2 DICHLOROBENZENE	10.50	MG/KG
1,3 DICHLOROBENZENE	10.50	MG/KG
1,4 DICHLOROBENZENE	10.50	MG/KG
ETHYLBENZENE	10.50	MG/KG
TOLUENE	10.50	MG/KG

SAMPLE #3411

LABORATORY ANALYSIS REPORT

PARAMETER	RESULTS	UNITS
ortho-XYLENE	(0.50)	mg/kg
para-XYLENE	(0.50)	mg/kg
meta-XYLENE/CHLOROBENZENE	(0.50)	mg/kg
TOTAL SOLIDS	542000.	mg/kg

analyses performed and reported on a mg/kg wet weight basis, except for TOC and/or PCB's which is expressed in mg/kg dry weight.

CS warrants that any sampling and analyses conducted as part of this report are performed in accordance with the analytical industry practices, methodologies and professional standards. CS will not assume liability for any damages resulting from deficient work or the negligence of the client. CS will not accept any liability as a result of data interpretation by the client.

WYBEC - ELAS #10067

APPROVED BY

Conrad Tenzel Jr.

DATE: 7/28/87

recycled paper

A-61

ecology and environment

To: CALOCERINOS & SPINA ENGINEERS
 1020 SEVENTH NORTH STREET
 LIVERPOOL, NY 13088

Date: Jul 28 1987

Attention: CLARKSON/SALINA

 SAMPLE #3+1E
LABORATORY ANALYSIS REPORT

SAMPLE SUMMARY

CLIENT : CALOCERINOS & SPINA ENGINEERS DATE RECEIVED : 05/22/87
 JOB # : 925.019.00 DATE COLLECTED : 05/22/87
 LOCATION : SALINA LANDFILL, #3 SW-2 TIME COLLECTED : 1100
 METHOD : GRAE

PARAMETER	RESULTS	UNITS
ANTIMONY	<15.	mg/kg+
ARSENIC	<0.05	mg/kg+
BERYLLIUM	0.05	mg/kg+
CADMIUM	3.4	mg/kg+
CHROMIUM-T	430.	mg/kg+
COPPER	415.	mg/kg+
LEAD	62.	mg/kg+
MERCURY	<0.05	mg/kg+
NICKEL	110.	mg/kg+
SELENIUM	<1.0	mg/kg+
SILVER	<1.5	mg/kg+
THALLIUM	<10.	mg/kg+
ZINC	180.	mg/kg+
TOTAL SOLIDS	542000.	mg/kg

* WET WEIGHT

warrants that any sampling and analyses conducted as part of this report are performed in accordance with the analytical industries recognized methodologies and professional standards. CS will not assume liability for any damages resulting from deficient work other than performance or cost of said work and will not accept any liability as a result of data interpretation by the client.

(SECH - 5000-110257)

APPROVED BY:

Amad T. Lopez

DATE: 7/28/87

To: CALOCERINOS & SPINA ENGINEERS
 1020 SEVENTH NORTH STREET
 LIVERPOOL, NY 13088

Date: Jul 28 1987

Attention: CLARKSON/SALINA

 SAMPLE #3411
LABORATORY ANALYSIS REPORT

SAMPLE SUMMARY

CLIENT : CALOCERINOS & SPINA ENGINEERS DATE RECEIVED : 05/22/87
 JOB # : 905.015.00 DATE COLLECTED : 05/22/87
 LOCATION : SALINA LANDFILL, #3 SW-2 TIME COLLECTED : 1100
 METHOD : GRAE

PEPA Extraction Procedure and Analysis as given in "Test Methods for Evaluating Solid Waste-Physical/Chemical Methods", USEPA, 1982, SW-846

Parameter	Maximum Extraction Level	Analyzed Level
Arsenic	5.0 mg/l	(1.0 mg/l)
Cadmium	100.0 mg/l	(10. mg/l)
Cadmium	1.0 mg/l	(0.5 mg/l)
Chromium-Total	5.0 mg/l	(0.5 mg/l)
Lead	5.0 mg/l	(1.0 mg/l)
Manganese	0.2 mg/l	(0.01 mg/l)
Selenium	1.0 mg/l	(1.0 mg/l)
Silver	5.0 mg/l	(1.0 mg/l)

To determine whether sample is to be considered Hazardous, please compare reported values to maximum allowable levels.

NY5004 - ELAP #10327

APPROVED BY: Conrad Tordella DATE: 7/28/87

REFERENCE 8

A-64

Onondaga County Health Dept.

CHAIN OF CUSTODY RECORD

SURVEY				SAMPLES: (Signature)			
Salina and Brighton Landfills				Mark E. Van Valkenburg			

STATION NUMBER	STATION LOCATION	DATE	TIME	SAMPLE TYPE		SEC. NO.	NO. OF CONTAINERS	ANALYSIS REQUIRED
				Water	Soil			
1	Salina Thruway ditch	3/20/86	13:13	✓			1	PCB
2	Salina Thruway ditch	H	13:18		✓		1	PCB
3	Brighton North slope	3/20/86	14:41	✓			1	PCB

RECEIVED

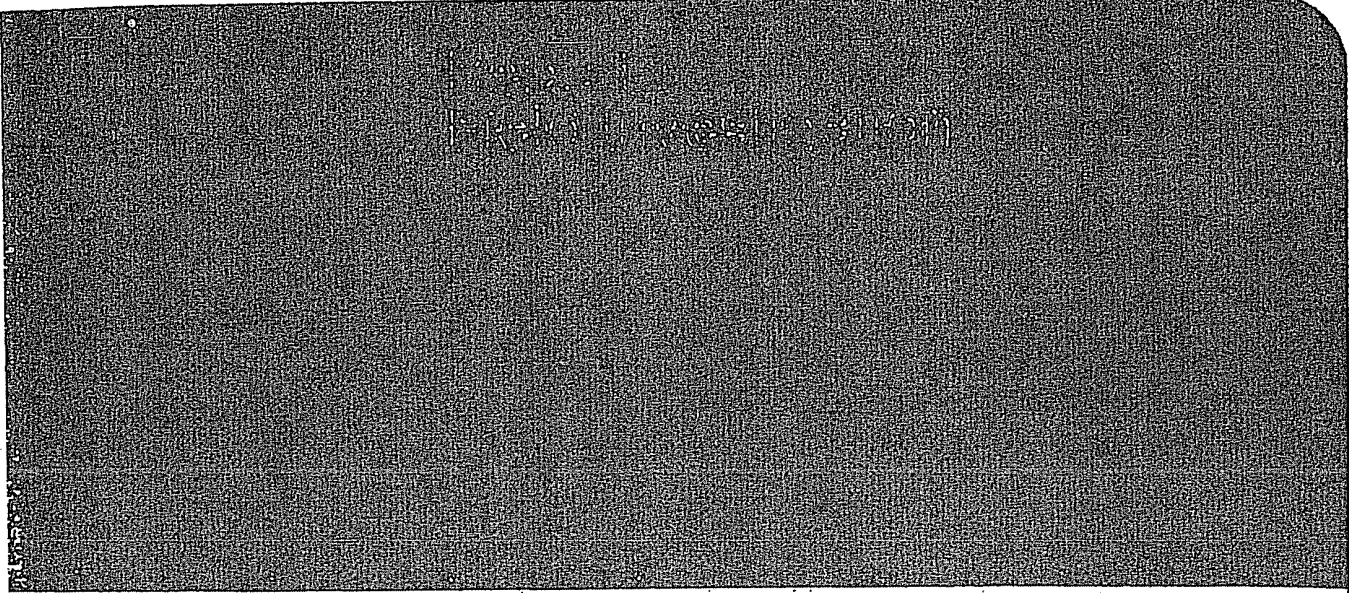
APR 2 - 1986

ONONDAGA COUNTY HEALTH DEPT.

Relinquished by: (Signature) Mark E. Van Valkenburg	Received by: (Signature)	Date/Time 3/20/86
Relinquished by: (Signature)	Received by: (Signature)	Date/Time
Relinquished by: (Signature)	Received by: (Signature)	Date/Time
Relinquished by: (Signature)	Received by Mobile Laboratory for field analysis: (Signature)	Date/Time
Dispatched by: (Signature)	Date/Time	Received for Laboratory by: (Signature) 3/20/86
Point of Shipment:		

REFERENCE 9

A-67



Ley Creek Dredged Material Area

Relation to Salina Turn Landfill # 734036

Study of Ley Creek approx. 1/4 to 1/2 mile upstream of

General Motors Corporation *Salina Turn L.F. area*
Fisher Guide Division
Syracuse, New York

July 1989



O'BRIEN & GERE

EXECUTIVE SUMMARY

The Ley Creek Site is situated in the Town of Salina, Onondaga County, New York. Specifically, the project area lies along the south bank of Ley Creek, and occupies an area which extends approximately 5200 ft, situated between the Town of Salina Garage to the west and Townline Road to the east.

Previous investigations at the site revealed that polychlorinated biphenyls (PCBs) were present in materials which had been periodically dredged from the creek and deposited on-site. The PCBs were reported to have originated from materials previously used in hydraulic die casting operations at the Inland Fisher Guide (IFG) Facility.

As a result, a soil boring and hydrogeologic investigation has been conducted to characterize the horizontal and vertical extent of the waste materials and ground water quality impacts. In addition, a risk assessment has been prepared to identify potential exposure pathways and receptors.

The completion of these investigations has resulted in the following conclusions:

1. Portions of Ley Creek, including the area adjacent to the site, have been dredged at various times. The dredged materials, containing PCBs, were deposited along the south bank of the creek or used for restoration projects.
2. The on-site geology is characterized by the dredged fill materials at the surface overlying silts, clays, and fine-grained deposits, which are superposed on dense glacial till.

The dredged materials are comprised of the fine-grained lacustrine and fluvial deposits.

3. Ground water flow across the site is in a northerly direction toward Ley Creek. Ground water flow velocity varies from 0.05 ft/day to 0.11 ft/day during dry and wet weather conditions respectively. The average yearly ground water discharge to Ley Creek from the south side of the site is estimated to be 11,300 gallons/day.
4. PCB concentrations in the on-site soils ranged from less than detectable to 180 ppm. With the exception of boring B6, soils containing PCB concentrations in excess of 50 mg/kg are limited to an area extending approximately 1,600 ft. west of Townline Road.
5. Sediment samples collected from the Ley Creek stream bed indicate that detectable concentrations of PCBs are contained within the boundaries of the site. The highest value (8.3 mg/kg) was measured immediately downstream of the IFG Outfall. Upstream and downstream samples collected near the site boundaries did not contain detectable levels of PCBs.
6. Ground water samples collected from the site, including the up-gradient sample, exhibited concentrations of PCBs in excess of the NYS Class GA ground water standard of 0.01 ug/l. The highest concentration of PCBs in the ground water was measured in the central portion of the site, between and including monitoring wells MW8 and MW13. This coincides with the highest PCB concentrations measured in soil boring samples B1 to B11, located in the same general vicinity.

A-70

7/21/89

ES-2

US0257

7. Surface water samples collected at the upstream (SW-3) and furthest downstream (SW-1) areas did not exhibit detectable levels of PCBs. However, a surface water sample collected immediately downgradient of the IFG outfall exhibited a PCB concentration of 1.4 ug/l during the 4/89 wet weather sampling event. Detectable levels of PCBs were not detected at sample locations during the dry weather (10/88) sampling event.
8. Air monitoring samples were collected at various upwind and downwind locations encompassing the site. The results of all samples were less than detectable, with a detection limit of 0.001 mg/m³. The Threshold Limit Value for PCBs is 0.5 mg/m³.
9. The mass transport of PCBs into Ley Creek from the site has been calculated to be 0.15 gm/day, resulting in a projected PCB concentration for the surface water of Ley Creek at 0.0028 ug/l. The calculated PCB concentration of 0.0028 ug/l is below the NYS Class A standard of 0.01 ug/l for human health. Although this calculated PCB concentration exceeds the 0.001 ug/l standard for aquatic life, surface water samples collected downstream did not detect PCBs within Ley Creek.
10. Under the assumed worst-case conditions, it was estimated that adults and children ingesting low-level PCB residues as a result of coming into contact with contaminated soils would incur an incremental lifetime risk of cancer in the range of 7.63×10^{-7} to 1.89×10^{-8} , a range of risks which is

SECTION 1 - INTRODUCTION

1.01 Project Background

Due to flooding problems in the Ley Creek drainage basin, periodic dredging of Ley Creek has been performed by the Onondaga County Department of Drainage and Sanitation (OCDDS) from the early 1970's to 1983. Dredged materials generated by this activity were placed along the south bank of the creek or used for land restoration projects. A hydrogeologic investigation of Ley Creek completed by EDI Engineering and Science (EDI 1985A) pursuant to a SPDES Consent Order (Case #7-0383) indicated the presence of polychlorinated biphenyls (PCBs) in the dredged material there. The PCBs, specifically identified as Aroclor 1248, were reported to have originated from material previously used in the plant hydraulic die casting operations.

A subsequent study of the area along Ley Creek was completed by O'Brien & Gere Engineers (OBG) in April 1987. This field investigation identified material containing PCBs within a 1,600 ft. section of the south bank of Ley Creek, downstream from the General Motors (GM) Inland Fisher Guide (IFG) plant outfall. In response to these findings, the New York State Department of Environmental Conservation (NYSDEC) issued a Consent Order requiring GM-Inland Fisher Guide to develop and implement a field investigation program designed to determine the areal distribution and vertical extent of PCBs at the Ley Creek Site, and to identify any potential on-site and off-site releases or migration of PCBs.

The investigation described in this report supplements the previous investigations along the south bank of Ley Creek from the

own of Salina Highway Garage to Townline Road, and includes investigations along the north bank of Ley Creek. The study area is illustrated on Figure 1. The field investigations were performed in accordance with the procedures and protocols outlined on the approved Work Plan dated October, 1987.

1.02 Project Purpose and Scope

The purpose of the field investigation was to determine the areal and vertical extent of PCBs at the Ley Creek site, to define potential on-site and/or off-site releases or migration of PCBs, and to complete a risk assessment to evaluate the impacts of any potential receptors.

The following investigative efforts identified in the approved Work Plan were completed to provide data necessary to meet these project objectives:

1. The collection and laboratory analysis of sediment and surface waters samples to determine the concentration, if any, of PCBs and to assess potential transport mechanisms and receptors.
2. The installation of 23 soil borings, including soil sampling and laboratory analysis for PCBs, along the south and north side of Ley Creek to characterize the site geology and chemistry.
3. The installation of six shallow monitoring wells to supplement the existing wells at the site, and provide hydrogeologic and ground water quality data.
4. Ground water elevation monitoring to provide data necessary to evaluate ground water flow direction and hydraulic gradients.

the 11 years of record is 45.6 ft³/second (1.29 m³/sec). The maximum daily discharge on record is 1,310 ft³/second (37.10 m³/sec). The minimum daily discharge is 1.9 ft³/second (0.05 m³/sec) (U.S.G.S., 1985).

Ley Creek drains an area of approximately 30 square miles (77 m²). In general, the Ley Creek drainage basin, except for the northeast portion, can be described as a highly urbanized area. Portions of the towns and cities of Syracuse, North Syracuse, East Syracuse, Cicero, Clay, Dewitt, Manlius, and Salina are located in the Ley Creek watershed. Many industries and commercial establishments are located in the watershed. The larger industries include Inland Fisher Guide, Bristol Laboratories, Carrier Corporation, Syracuse China Corporation, Chrysler, and General Electric. These large factories and their parking lots cover significant portions of the watershed. In addition, 14 miles of expressway, eight interchanges, a service facility on the New York State Thruway, a Niagara-Mohawk electrical transfer station, the Hancock Field of the U.S. Air Force, and Syracuse International Airport are located in the Ley Creek watershed. Streets, shopping areas, parking lots, and buildings cover other parts of this watershed. Industrial effluents and urban storm runoff discharge into Ley Creek. The northeast part of the watershed is relatively undeveloped.

In addition to Inland Fisher Guide Division, there are seven other dischargers into Ley Creek (EDI, 1985B). Sunnyside Nursing Home, Oberdorfer Foundries, and Roth Brothers Foundry are located in the town of Inland Fisher Guide; the Ley Creek Pump Station, Lyncourt District, and Syracuse China discharge downstream of Inland

Ley Creek were caught and analyzed for PCBs. This study concluded that although the pattern of occurrence of PCBs is irregular and is likely a result of the Ley Creek dredging program completed in 1983, PCB concentrations in sediments are higher downstream of the outfall than upstream. Detectable concentrations of PCBs, which at the time of the study were present in IFG effluent, were observed downstream and not detected upstream of the outfall.

A small population of fish samples (14 fish were caught) from Ley Creek indicated that concentrations up to 6.8 mg/kg total PCBs, consisting of Aroclors 1248 and 1254, were detected in fish, with the highest concentration being observed in carp. The report also cited background information indicating that Aroclors 1242 and 1248 that occur in IFG effluent are not those identified in fish from Onondaga Lake, which contained PCB Aroclors 1016, 1254 and 1260.

Subsequent to these findings, the NYSDEC requested that IFG complete a more detailed study of the area between Factory Ave and Ley Creek. IFG then proposed additional investigations to further determine the extent and amount of PCBs within the soils and ground water and the potential quantity, if any, of PCBs discharging to Ley Creek via the ground water system. Pursuant to the NYSDEC request, Inland Fisher Guide completed an investigation of the area between Factory Avenue and Ley Creek beginning at Townline Road and continuing for 1600 feet downstream (O'Brien & Gere, 1987). The investigation included soil borings and monitoring well installations. Ground water flow was determined to be north towards Ley Creek. PCBs were detected in soil samples at concentrations ranging from 0.8 to 467 parts per million (ppm). Ground water samples contained PCBs

A-75

7/21/89

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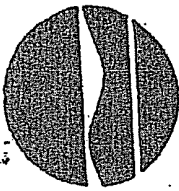
6

ecology and environment

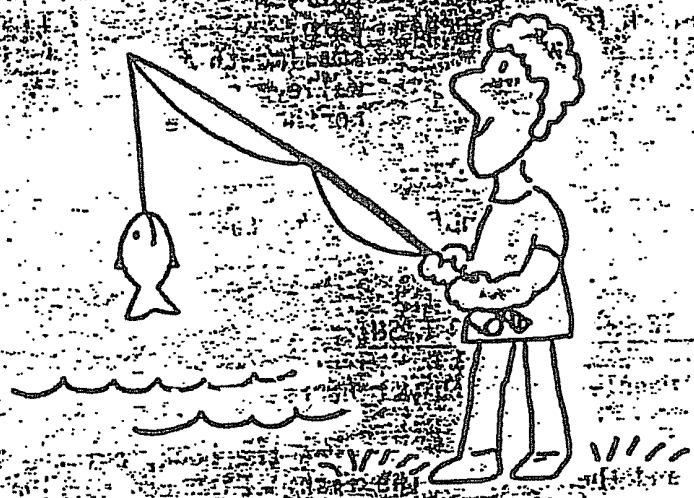
US0262

REFERENCE 10

A-76



NEW FISHING POLICY

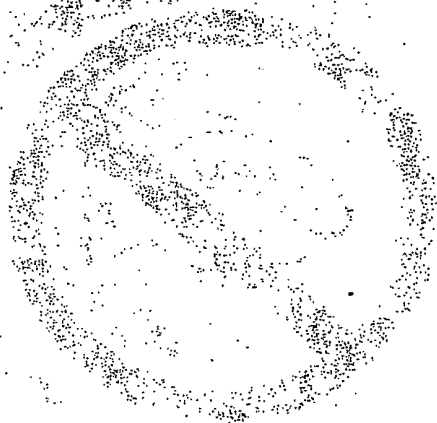


ONONDAGA LAKE
is open to recreational fishing as of May 15, 1986.



HEALTH ADVISORY
Fish from these waters have high levels of chemicals. To minimize potential health risks, the New York State Department of Health recommends that you eat no fish from this water.

REFERENCE 11



A-78

02:3408-05/25/91-01

GUIDE

General Motors Corporation

Syracuse, New York 13221-4822

FLEL 85-205

Syracuse Plant

July 16, 1985



New York State Department of Environmental Conservation
RTK Processing Unit
Room 525
50 Wolf Road
Albany, New York 12233

Dear Sirs:

In accordance with Governor Cuomo's "Community-Right-To-Know"
Executive Order #33, General Motors Corporation, Syracuse
Plant is submitting:

1. Industrial Chemical Survey
2. Generator Questionnaire

to New York State Department of Environmental Conservation.

If you have any questions, please contact the writer.

Very truly yours,

FISHER GUIDE DIVISION
General Motors Corporation

F. J. Giacobbi
Plant Engineer
(315) 432-5207

cc: R. Link
L. Williams
J. Fannon
D. Skiven
P. Zavala

/emr
Enclosure

A-79

HAZARDOUS WASTE DISPOSAL QUESTIONNAIRE

ICES #: 0100359
GENERAL MOTORS CORPORATION
BOX 4869
10 TOWNLINE RD
RACUSE NY 13221

ABOVE ADDRESS. ATTENTION RTK PROCESSING UNIT, ROOM #

ECS CODE
EPA ID NUMBER
EPA J.D. 8002239440

CITY STATE ZIP

PLANT, FISHER GUIDE DIVISION
CONTACT NAME
F. J. Giacobbi

CITY STATE ZIP

PRINCIPAL BUSINESS OF PLANT
MANUFACTURE OF PLASTIC AUTOMOTIVE COMPONENTS

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. SINCE JANUARY 1, 1952 THRU DECEMBER 31, 1981, HAVE YOU OR ANY PREVIOUS OWNERS/OPERATORS OF THIS FACILITY GENERATED ANY HAZARDOUS WASTE (SEE INSTRUCTIONS) AT YOUR PRESENT FACILITY, PLANT, PROPERTY, ETC?

CHECK ONE
 YES
 NO

IF THE ANSWER IS YES COMPLETE QUESTIONS 1, 2, 3, 4 AND GENERATOR FORM PART - B
IF THE ANSWER IS NO COMPLETE QUESTIONS 1 AND 4 AND RETURN THIS FORM

2. HAS THE FACILITY AT THIS LOCATION CHANGED ITS NAME OR IDENTIFICATION BECAUSE THERE WAS A CHANGE IN OWNERSHIP, CORPORATE NAME OR OPERATOR NAME, ETC. IF YES LIST THE NAMES BY WHICH THIS FACILITY HAS BEEN IDENTIFIED SINCE JANUARY 1, 1952 TO THE PRESENT.

YES
 NO

Brown-Lipe-Chapin Div, G.M.C.	10/52 - 11/61
Ternstedt Div, G.M.C.	11/61 - 11/68
Fisher Body Div, G.M.C.	11/68 - 07/87
Fisher Guide Div, G.M.C.	07/84 -

NAME, ADDRESSES, AND TELEPHONE NUMBERS DATES

3. DESCRIBE THE DOCUMENTS FROM WHICH DATA THAT IS INCLUDED ON PART-II WAS OBTAINED (SEE INSTRUCTIONS)

_____	_____
_____	_____
_____	_____
_____	_____

DOCUMENT DESCRIPTION DATES

4. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT INFORMATION SUPPLIED IS TRUE AND COMPLETE. FALSE STATEMENTS SUBMITTED ON THIS DOCUMENT ARE PUNISHABLE PURSUANT TO SEC 210.45 OF THE PENAL LAW.

NAME OF OWNER/OPERATOR, PARTNER OFFICER OR AUTHORIZED REPRESENTATIVE TITLE DATE
X [Signature] 432-5200 A-80
SIGNATURE

NYSDEC

"COMMUNITY-RIGHT-TO-KNOW" EXECUTIVE ORDER #33

ICS #: 0100359
GENERAL MOTORS CORPORATION

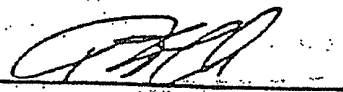
1000 TOWNLINE RD PO
SYRACUSE NY 13221

INDUSTRIAL CHEMICAL SURVEY (ICS)

INSTRUCTIONS

- A. If you have submitted an ICS form to the Department since January 1, 1980 (1), please check the box below, sign and return (2) this sheet.

ICS submitted since January 1, 1980

X 

Signature

9/9/85

Date

- B. If you have not submitted an ICS form to the Department since January 1, 1980, please complete and return (2) the attached ICS form.

NOTE: (1) If you wish to update the ICS currently on file you may do so by completing and returning the enclosed forms.

(2) All materials are to be returned in the enclosed self-addressed envelope.

A-81

INDUSTRIAL CHEMICAL SURVEY

PART I

Please refer to attached table 2

FOR ASSISTANCE WITH THIS FORM, CALL JOHN PULADAI AT THE U.S. E.P.A. (202) 487-8370

PLANT NAME: FISHER-LUMBER DIV. GENERAL MOTORS CORP., SYRACUSE PLANT SIC CODE (if known): 3079

COMPANY MAILING ADDRESS: 1000 TOWNLINE RD. P.O. BOX 4869 CITY: SYRACUSE STATE: N.Y. ZIP CODE: 13224

PLANT NAME (if different): _____ CONTACT NAME: FRANCIS J. GIACOBBI TELEPHONE: 315 432 4324

PLANT ADDRESS (if different): _____ STREET: _____ CITY: _____ STATE: _____ ZIP CODE: _____

PRINCIPAL BUSINESS OF PLANT: MANUFACTURING PLASTIC AUTOMOTIVE COMPONENTS

NOTE: (If parent company, give name and addresses of all divisions, subsidiaries, etc. located in _____ and submitted for each.)

GENERAL MOTORS CORPORATION ICS #: 0100

1000 TOWNLINE RD PO SYRACUSE, NY 13224

PART II Discharge Information

1. Does your plant discharge liquid wastes to a municipally owned sanitary sewer system? Yes
Name of System: LEY CREEK SANITARY SEWER

2. Is your facility permitted to discharge liquid wastes under a State (SPDES) or Federal (NPDES) permit? Yes
Permit Number: 0600566

3. Do you discharge liquid wastes in any other manner? Yes
Explain: WASTE TREATMENT SLUDGE CONTAINS HEAVY METAL TRACES

If any of the above are "Yes": SECURE LAND FILL AND FUEL INCINERATION

a. Do you discharge process or chemical wastes - (i.e. water used in manufacturing including direct contact cooling water and scrubber water)? Yes

b. Do you discharge non-contact cooling water? Yes

c. Do you discharge collected storm drainage only? Yes

d. Do you discharge sanitary wastes only? Yes

1. Does your facility have sources of possible emissions to the atmosphere? Yes

2. Enter Location and Facility Code as shown on your Air Pollution Control Application for Permits and Certification (if applicable): 31480006111

1. List Name and Address of Firm (including yourself) removing wastes other than office and cafeteria refuse.

NAME: ONCVD&A ENVIRONMENTAL SYSTEMS INC.
ADDRESS: 1120 JAMES STREET SYRACUSE NY 13224

NAME: CENTRAL NEW YORK INDUSTRIAL SERVICES
ADDRESS: P.O. BOX 2013 OSWEGO, N.Y. 13126

2. List Location(s) of Landfill(s) owned and used by your facility.

1: _____

2: _____

1. Does this facility:

Manufacture Pesticides or Pesticide Product Ingredients? Yes

Produce Pesticides or Pesticide Product Ingredients? Yes

Formulate Pesticides? Yes

Repackage Pesticides? Yes

2. EPA Establishment Number: _____

EPA I. D. # 002239440

PART III

SUBSTANCES OF CONCERN
(Refer to attached TABLE 2)

USES FOR PURPOSE OF USE	
USE DESCRIPTION	USE DESCRIPT
1 PRODUCED	9 DISTRIBUTED
2 REACTED	6 NO LONGER USE
3 BLENDED	7 CLEANING
4 PACKAGED	8 OTHER (SPECI

Complete all information for those substances your facility has used, produced, stored, distributed or otherwise disposed of since January 1, 1971. Do not include chemicals used only in analytical laboratory work. Enter the name and code from Table 2. If facility uses a substance in any of the Classes A - which is not specified in the list, enter it as code class plus 99, e.g. 999 with name, usage, etc.

NAME OF SUBSTANCE	CODE	AVERAGE ANNUAL USAGE	AMOUNT NOW ON HAND	GAL.		PURPOSE OF USE ENTER THE APPROPRIATE CODE(S) FROM ABOVE
				LIQ.	SOL.	
ALATHION	607	40	0	X		MOSQUITO CONTROL *
ALAZINON	C13	6	0	X		PEST CONTROL *
ALBAN (EPA #373-96)	C99	6	0	X		PEST CONTROL *
CAM-11 (EPA CODE 5-3-AH-876)	C99	3	0	X		PEST CONTROL *
STON BAIT TR 4 (EPA 56-18)	C99	20	0	X		PEST CONTROL *
ALBENT (EPA #12455-6A)	C99	16	0	X		RODENT CONTROL *
ALBENT (EPA #12455-6A)	C99	0.5	0	X		RODENT CONTROL *
ALBENT (WILCO)	N3	21.71	47.52	X		PAINT REDUCER
ALBENT (WILCO) THINNER (DOT 1734)	D99	43.45	330	X		PAINT THINNER
ALBENT SOLVENT 11-31	D99	47.2	45.5	X		PAINT LINE FLUSH THINNER
ALBENT	D99	5.75	5	X		PAINT LINE FLUSH THINNER
ALBENT & PRIMERS	D99	125,000	11,000	X		PRODUCTIVE COATINGS
ALBENT (MAGLINE)	A99	600	600	X		PIPELINE LINES
ALBENT (MAGLINE)	D99	126.5	290	X		PAINT REDUCER
ALBENT (MAGLINE)	D99	230	230	X		PAINT REDUCER
ALBENT & PETROLEUM 11-9	D99	14.314	49.2	X		PAINT REDUCER
ALBENT THINNER T31.0	D99	40	40	X		PAINT THINNER
ALBENT VILCO	D99	5	5	X		PAINT THINNER
ALBENT (K.A.S. 11-15-9)		11.5	11.5	X		PAINT REDUCER

THE AMOUNTS LISTED ARE FINISHED PRODUCT QUANTITIES
AS RECOMMENDED DILUTION. USED BY MITSUBISHI
LIGN APPLICATOR.

For chemicals of unknown composition, list trade name or other identification, name of supplier and complete information.

NAME OF SUBSTANCE	AVERAGE ANNUAL USAGE	AMOUNT NOW ON HAND	GAL.		PURPOSE OF USE ENTER THE APPROPRIATE CODE(S) FROM ABOVE
			LIQ.	SOL.	

I hereby affirm under penalty of perjury that information provided on this form is true to the best of my knowledge and belief. False statements made here are punishable as a Class A misdemeanor pursuant to Section 230.45 of the Penal Law.

Signature: *[Signature]* DATE: 6/1/85
 Title: ROYALD F LINK PLANT MANAGER
 recycled paper

PART III

EPA I. D. # 002239440

SUBSTANCES OF CONCERN
(Refer to attached TABLE 2)

CODES FOR PURPOSE OF USE	
1 USE DESCRIPTION	2 USE DESCRIPTION
1 PRODUCED	5 DISTRIBUTED
2 REACTED	6 NO LONGER USED
3 BLENDED	7 CLEANING
4 PACKAGED	8 OTHER (SPECIFY)

Provide all information for those substances your facility has used, produced, stored, distributed or otherwise disposed of since January 1, 1971. Do not include chemicals used only in analytical laboratory work. Enter the name and code from Table 2. If facility uses a substance in any of the Classes A-F and is not specified in the list, enter it as code class plus F, e.g. F79 with name, usage, etc.

NAME OF SUBSTANCE	CODE	AVERAGE ANNUAL USAGE	AMOUNT NOW ON HAND	PURPOSE OF USE ENTER THE APPROPRIATE CODE(S) FROM ABOVE	
				(1) GAL.	(2) LB.
WATER TREATMENT CHEMICALS					
(1) 1763		3518	452	X	ANIONIC POLYMER FLOCCULANT
(1) 7340		0	200	X	ALGICIDE
(1) 391		3790	650	X	CORROSION INHIBITOR
(1) 8365		3808	2404	X	CORROSION INHIBITOR
(1) 444		200	0	X	HAZARD CLEANER-KILLERS
(1) 780		6545	55	X	NONOXIDANT SCALE-INHIBITORS
(1) 7200		220	55	X	PHOSPHATE TREATMENT
(1) 354		220	100	X	PHOSPHATE COND. RET. SYS.
(1) 444		4100	600	X	PHOSPHATE
(1) 444		34473	104	X	PHOSPHATE
(1) 444		4100	385	X	PHOSPHATE
(1) 444		11288	154	X	PHOSPHATE TREATMENT
(1) 444		0	8	X	PHOSPHATE

For chemicals of unknown composition, list trade name or other identification, name of supplier and complete information.

NAME OF SUBSTANCE	AVERAGE ANNUAL USAGE	AMOUNT NOW ON HAND	PURPOSE OF USE ENTER THE APPROPRIATE CODE(S) FROM ABOVE		SUPPLIER
			(1) GAL.	(2) LB.	

I hereby affirm under penalty of perjury that information provided on this form is true to the best of my knowledge and belief. False statements made here are punishable as a Class A misdemeanor pursuant to Section 200.45 of the Penal Law.

PREPARED BY: *[Signature]* TITLE: PLANT MANAGER
DATE: 6/1/85

DATE 6/20/85

100-10694-1000
 STATE N.Y. ZIP 3221
 USE

1. HAZARDOUS WASTE DISPOSAL SITE (SEE INSTRUCTIONS)	2. DESCRIPTION OF HAZARDOUS WASTE DEPOSITED AT THIS LOCATION (SEE INSTRUCTIONS)	3. EPA WASTE CODE	4. WASTE DISPOSED OF QUANTITY OF WASTE (TONS)	FOALI Q S B	5. WASTE DISPOSAL DATES	6. TRANSPORTER OF HAZARDOUS WASTE (SEE INSTRUCTIONS)
Calo Landfill oman Rd. aca Falls, N.Y.	Paint Sludge & Kolene Sludge	D002	No Record	X	Cal. Year 1974	Onondaga Environ- mental Systems 4439 James St. E. Syracuse, N.Y.
Calo Landfill oman Rd. aca Falls, N.Y.	Paint Sludge & Kolene Sludge	D002	417 Tons	X	Cal. Year 1975	Onondaga Environ- mental Systems 4439 James St. E. Syracuse, N.Y.
Calo Landfill oman Rd. aca Falls, N.Y.	Paint Sludge & Kolene Sludge	D002	1100 Tons	X	Cal. Year 1976	Onondaga Environ- mental Systems 4439 James St. E. Syracuse, N.Y.
Calo Landfill oman Rd. aca Falls, N.Y.	Paint Sludge & Kolene Sludge	D002	No Record	X	Cal. Year 1977	Onondaga Environ- mental Systems 4439 James St. E. Syracuse, N.Y.
Calo Landfill oman Rd. aca Falls, N.Y.	Paint Sludge & Kolene Sludge	D002	No Record	X	1/78-6/78	Onondaga Environ- mental Systems 4439 James St. E. Syracuse, N.Y.
Calo Landfill oman Rd. aca Falls, N.Y.	Paint Sludge & Kolene Sludge	D002	544 Tons	X	Cal. Year 1979	Onondaga Environ- mental Systems 4439 James St. E. Syracuse, N.Y.
Calo Landfill oman Rd. aca Falls, N.Y.	Paint Sludge & Kolene Sludge	D002	168.99 Tons	X	Cal. Year 1980	Onondaga Environ- mental Systems 4439 James St. E. Syracuse, N.Y.

DATE 6/20/85

BOX 4069, 1000 TOWN LINE ROAD
 STATE N.Y. ZIP 13221

1. FACILITY NAME AND ADDRESS (SEE INSTRUCTIONS)	2. DESCRIPTION OF HAZARDOUS WASTES DEPOSITED AT THIS LOCATION (SEE INSTRUCTIONS)	3. EPA WASTE CODE	4. WASTE DISPOSED QUANTITY OF WASTE (TONS)	FORM NO. 9030-5	5. WASTE DISPOSAL DATES	6. TRANSPORTER OF HAZARDOUS WASTE (SEE INSTRUCTIONS)
Site Landfill	Paint Sludge	D002	No Record	X	Oct. 1952 Dec. 1961	N/A
City of Salina Landfill City of Salina Onondaga County	Paint Sludge	D002	540	X	Jan. 1962 Dec. 1967	Refuse Div. Contract Trucking Corp.
Transporter's Landfill	Paint Sludge	D002	120	X	Jan. 1968 Feb. 1969	J. Brillo Co. Coon Hill Rd. Skaneateles, N.Y.
City of Salina Landfill City of Salina Onondaga County	Paint Sludge	D002	100	X	Mar. 1969 Dec. 1969	J. Brillo Co. Coon Hill Rd. Skaneateles, N.Y.
Schiffelers Landfill City of Onondaga Onondaga County	Paint Sludge	D002	480	X	Jan. 1970 Dec. 1973	Matheson Trash Service- Pleasant Valley Rd., Marcellus, N.Y.



FORM 10

DATE 6/20/05

168
 USER GUIDE: IV, L, G/MC
 BOX 4069, 1000 TOWN LINE ROAD
 ACUSE
 STATE N.Y. ZIP 13221

1. HAZARDOUS WASTE DISPOSAL SITE (SEE INSTRUCTIONS)	2. DESCRIPTION OF HAZARDOUS WASTES DEPOSITED AT THIS LOCATION (SEE INSTRUCTIONS)	3. EPA WASTE CODE	4. WASTE DISPOSED QUANTITY OF WASTE (TONS)	FORM 102058	6. WASTE DISPOSAL DATES	5. TRANSPORTER OF HAZARDOUS WASTE (SEE INSTRUCTIONS)
No Record	Oil & Grease	N/A	336	X	Jan. 1966 Feb. 1968	Seltz Oil Co. Syracuse, N.Y.
No Record	Oil & Grease	N/A	234	X	Feb. 1968 Oct. 1969	Joseph Brillo Coon Hill Rd. Skaneateles, N.Y.
A-90 Site Incineration	Oil & Grease	N/A	156	X	Oct. 1969 June 1972	N/A
Claimed	Oil & Grease	N/A	190	X	July 1972 Mar. 1979	Northeast Oil Co. 2802 Lodi St. Syracuse, N.Y.
Claimed	Oil & Grease	N/A	46	X	Mar. 1979 Dec. 1981	New Era Oil Services 402 Parsons Drive Syracuse, N.Y.

15

DATE 6/20/85

PART - B

1000 TOWN LINE ROAD
 BOX 4069
 STATE N.Y. ZIP 13221

RACISE

1. HAZARDOUS WASTE DISPOSAL SITE (SEE INSTRUCTIONS)	2. DESCRIPTION OF HAZARDOUS WASTE DEPOSITED AT THIS LOCATION (SEE INSTRUCTIONS)	3. EPA WASTE CODE	4. WASTE DISPOSED QUANTITY OF WASTE (TONS)	FORM 919-108	5. WASTE DISPOSAL DATES	6. TRANSPORTER OF HAZARDOUS WASTE (SEE INSTRUCTIONS)
Owner Owned Site	Industrial Waste Treatment Sludge	N/A	10,953	X	1962 Thru 1969	Joseph Brillo Coon Hill Road Skaneateles, N.Y.
Oral Rd. Landfill Wn of Onondaga Onondaga County New York	Industrial Waste Treatment Sludge	N/A	4,960	X	Jan. 1970 Mar. 1974	Mathieson Trash Service Pleasant Valley Rd Marcellus, N.Y.
Ontario Landfill Lesman Rd. Teca Falls, N.Y.	Industrial Waste Treatment Sludge	N/A	448	X	Mar. 1974 June 1978	Onondaga Environmental 4439 James St. E. Syracuse, N.Y.
Onondaga Chemical Site Systems Tigara Falls, N.Y.	Industrial Waste Treatment Sludge	N/A	336	X	June 1978 Dec. 1981	Onondaga Environmental 4439 James St. E. Syracuse, N.Y.

INDIV. GMC
 4069, 1000 TOWN LINE ROAD
 STATE N.Y. ZIP 13221

DATE 6/20/85

1. WASTE DISPOSAL SITE (SEE INSTRUCTIONS)	2. DESCRIPTION OF HAZARDOUS WASTES DEPOSITED AT THIS LOCATION (SEE INSTRUCTIONS)	3. EPA WASTE CODE	4. WASTE QUANTITY OF WASTE (TONS)	FORM 502	5. WASTE DISPOSAL DATES	6. TRANSPORTER OF HAZARDOUS WASTE (SEE INSTRUCTIONS)
	Waste Thinner, Paint & Reducer	F003	2	X	Jan. 1968 June 1968	J. Brillo Co. Coon Hill Rd. Skaneateles, N.Y.
Incineration	Waste Thinner, Paint & Reducer	F003	170	X	July 1968 June 1972	N/A
Salina Landfill	Waste Thinner Paint & Reducer	F003	22	X	July 1972 Dec. 1973	Refuse Div. Contract Trucking Corp.
Inc. Rd. Ota, N.Y. med & Returned	Dirty Thinner	F003	N/A	X	Jan. 1974 Dec. 1976	R.D.O. Inc. Canal Rd. Canastota, N.Y.
East Solite Corp. Highway, N.Y. Recovery Incineration	Waste Thinner, Paint & Reducer	F003	144	X	Jan. 1978 Dec. 1979	Haz-O-Waste Canal Rd. Wampsville, N.Y.
trial Environmental Inc. P.O. Box 437 Union, N.Y. Recovery Incineration	Waste Thinner, Paint & Reducer	F003	78	X	Jan. 1980 Dec. 1980	Sealand Restoration
trial Environmental	Waste Thinner, Paint	F003	RD	X	Jan. 1982	

DATE 6/20/85

LJIHER, GILDI... V... GSE...
 P.O. BOX 4869, 1000 TOWN LINE ROAD
 STATE N.Y. ZIP 13221
 TRACUSE

1. HAZARDOUS WASTE DISPOSAL SITE (SEE INSTRUCTIONS)	2. DESCRIPTION OF HAZARDOUS WASTES DEPOSITED AT THIS LOCATION (SEE INSTRUCTIONS)	3. EPA WASTE CODE	4. WASTE DISPOSED OF QUANTITY OF WASTE (TONS)	FORM 919-5	5. WASTE DISPOSAL DATES	6. TRANSPORTER OF HAZARDOUS WASTE (SEE INSTRUCTIONS)
Cecos International P.O. Box 619 Niagara Falls Blvd. Niagara Falls, N.Y.	PCB'S	B001	.0704 Tons	7.	Calendar Year 1980	Cecos International
Cecos International P.O. Box 619 Niagara Falls Blvd. Niagara Falls, N.Y.	PCB'S	B001	None		Calendar Year 1981	Cecos International
Cecos International P.O. Box 619 Niagara Falls Blvd. Niagara Falls, N.Y.	PCB'S	B001	None		Calendar Year 1978	Cecos International
Cecos International P.O. Box 619 Niagara Falls Blvd. Niagara Falls, N.Y.	PCB'S	B001	None		Calendar Year 1979	Cecos International
					1952 - 1977	No written records available

DATE 6/20/05

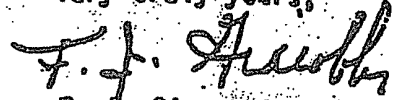
ACUSE
 1000 YORK ST
 STATE N.Y.
 ZIP 13221

1. HAZARDOUS WASTE DISPOSAL SITE (SEE INSTRUCTIONS)	2. DESCRIPTION OF HAZARDOUS WASTES DEPOSITED AT THIS LOCATION (SEE INSTRUCTIONS)	3. EPA WASTE CODE	4. WASTE DISPOSED OF QUANTITY OF WASTE (TONS)	5. FEDERAL ID NUMBER	6. WASTE DISPOSAL DATES	7. TRANSPORTER OF HAZARDOUS WASTE (SEE INSTRUCTIONS)
On site Landfill	Combination of boiler fly ash and bottom ash	N/A	No written records available.	X	Approx. 1952 - 1961	Self
On site fill & cover	Combination of boiler fly ash and bottom ash	N/A	No written records available	X	Approx. 1962 - 1970	Self
Town of Salina Landfill Route 11 Town of Salina Onondaga County	Combination of boiler fly ash and bottom ash	N/A	10,092 T	X	Jan. 1971 Mar. 1974	Mathleson Tras Service Pleasant Vall, R Marcellus, N.Y.
Onondaga Environmental Landfill 41 Road Mexico, N.Y.	Combination of boiler fly ash and bottom ash	N/A	21,278 T	X	Mar. 1974 Aug. 1978	Onondaga Environ-mental Systems 4439 James St. E. Syracuse, N.Y.
Onondaga Landfill Systems Imperial Road Syracuse, N.Y.	Combination of boiler fly ash and bottom ash	N/A	1,312 T	X	Aug. 1978 Apr. 1979	Onondaga Environ-mental Systems 4439 James St. E. Syracuse, N.Y.
Sealand Restoration Town of Lisbon St. Lawrence County	Combination of boiler fly ash and bottom ash	N/A	329 T	X	Apr. 1979 June 1979	Sealand Restoration
Onondaga Landfill Systems Smoral Road	Combination of boiler fly ash and bottom ash	N/A	5,151 T	X	June 1979 Dec. 1981	Onondaga Environ-mental Systems 4439 James St. E. Syracuse, N.Y.

Mr. L. Gross
April 3, 1986
Page 3

Please do not hesitate to call if you have any questions.

Very truly yours,



F. J. Giacobbi
Plant Engineer
(315) 432-5207

/dr

Attachments

cc: R. Link

A-104

REFERENCE 15

A-105

02-3409-05/25/01-01
recycled paper

ecology and environment

*Amelia
Sept 9*

SANITARY LANDFILL STUDY
TOWN OF SALINA
ONONDAGA COUNTY, NEW YORK

CALOCERINOS & SPINA
CONSULTING ENGINEERS
1000 SEVENTH NORTH STREET
LIVERPOOL, NEW YORK

OCTOBER 1972

A-106

SANITARY LANDFILL STUDY
TOWN OF SALINA
ONONDAGA COUNTY, NEW YORK

Introduction:

This report has been prepared as one of the steps in satisfying certain informal stipulations agreed to by Counsel for the Town of Salina and representatives for the State Department of Environmental Conservation on July 17, 1972 regarding the Town of Salina landfill operation. The purpose of the report is to outline operational procedures to be followed by the Town in operating the landfill in order to satisfy Part 360 of the New York State Sanitary Code.

Publications outlining the state requirements and recommended operational procedures for operating a sanitary landfill are available and will be issued to Town personnel responsible for operating the landfill. It is the intention of this report to supplement these publications and not to repeat the step-by-step procedures outlined therein.

Description of the Site:

The Town is presently landfilling on 50 acres of land which has a frontage of approximately 300 feet on Route 11, is bordered on the north by the New York State Thruway, on the south by Ley Creek and on the west by land owned by Dr. Chiarulli.

The above described parcel is owned by East Plaza, Inc. with the exception of approximately 12 acres of easements and strip ownership parcels which crisscross through the site.

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Figure 1 outlines the property showing the present owners within and adjacent to the landfill area, the easements within the area and also the contours of the land that existed as of August 1972.

Refuse Produced:

Special precaution is necessary in estimating the Town of Salina's refuse production. The Town has a unique situation in that the amount of industry in the Town and the refuse they produce greatly exceeds the normal proportion of industrial waste to residential and commercial wastes. Studies in the past using the Town projected population figures and assumed per capita refuse contribution figures result in extremely low refuse production figures as compared to estimates by the personnel responsible for operating the Salina landfill.

Under average conditions, it would be normal to expect a daily refuse production of approximately 100 tons. The personnel operating the landfill estimate quantities as high as 250 tons per day.

An independent survey was therefore conducted during the month of September 1972. The survey included the following information:

- a. Destination of refuse
- b. Size of truck
- c. Type of truck (Compactor or Open Body)
- d. Percentage of full load
- e. Name of hauler
- f. Type of waste

8. Sanitary facilities for the personnel are provided in the Town Highway Garage located within one-quarter of a mile from the entrance gate.
9. The dumping areas are contained within reasonable limits so that the working face is kept to a minimum.

The following items appear to conflict with State standards:

1. The existing contours of the completed areas of the landfill site are very irregular. This causes rain water to be trapped on the surface and eventually percolate through the refuse causing a continuous pollution of the ground water in the area.
2. Drainage of surface water from the perimeter of the site has been impaired. Refuse has been land-filled in a manner which has blocked the normal outlet of water from the Thruway to Ley Creek. This trapped water lying mainly along the Thruway has become contaminated due to the refuse.
3. Refuse has been landfilled over and under existing utilities within the site. These utilities consist of underground sanitary sewers and gas mains and overhead power lines.
4. Previous methods of compaction and covering of the landfill have provided refuse cell depths greatly exceeding the normal requirements. Additionally, two feet of final cover material has not been provided throughout the site.
5. The roadways within the site have an insufficient amount of gravel to keep them passable to vehicular traffic during all seasons of the year. During wet weather, small vehicles find it difficult to move throughout the site and mud is being deposited along Route 11 in the vicinity of the entrance road.
6. Fencing has not been provided to minimize the blowing of refuse to adjacent areas.
7. Record keeping is not in sufficient detail to facilitate future planning by the Town.

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ONONDAGA COUNTY, NY

Date - 9/18/

NAME OF COLLECTOR	COMP.	SIZE OF TRUCK CU. YDS	% FULL	ORIGIN	TYPE OF WASTE	REMARKS
	OPEN					
Leaseway	Comp.	40	Full	G.M.C. Lyncourt	Plastic	Wood
P. Drescher	Open	30	Full	Liverpool	Paper	Cardboard
Will & Baumer	Open	30	Full	Liverpool	Paper	Candle Com
Creno, Chuck	Open	30	1/2	Liverpool	Paper	Grocery Stor
Personal	Open	1/2	1/4	Mattydale	Garbage	Pick-Up Tru
Personal	Open	3/4	Full	Mattydale	Refuse	Pick-Up Truc
Personal	Open	1/2	1/4	Mattydale	Pipes & Paper	Pick-Up Tru
Kelley	Comp.	25	Full	Liverpool	Garbage	
Town of Salina	Open	8	Full	Lyncourt	Trees & Brush	Highway Dep
Roth Steel	Open	15	1/2	Mattydale	Garbage	Dumpster, Bo
Leaseway	Comp.	40	Full	Lyncourt	Plastic	Cardboard, G
National Platinc	Open	30	1/4	Mattydale	Paper & Cardboard	
A & T Haulers	Comp.	42	Full	G.E., Liverpool	Cardboard	Wood
Weaver	Comp.	20	Full	Mattydale	Garbage	
A & T Haulers	Comp.	42	Full	Liverpool	Wax & Paper	Glass
James Ryan	Open	14	1/2	Mattydale	Wood & Plastic	
Roth Steel	Open	15	1/2	Lyncourt	Paper	Dumpster, B
Salt City Supl.	Open	16	Full	Lyncourt	Wood & Paper	Tin
Chuck Raditors	Open	3-1/2	Full	Mattydale	Cardboard	
Roth Steel	Open	18	Full	Liverpool	Paper-Cardboard	
Tousley	Comp.	20	Full	Mattydale	Garbage	
Monarch Liq Co.	Open	18	Full	Liverpool	Cardboard	Paper
Town of Salina	Open	8	Full	Lyncourt	Trees	Highway Dept
Personal	Open	2-1/2	Full	Mattydale	Stone & Brick	
Kline Windows	Open	2-1/2	1/4	Lyncourt	Wood & Tin	
Personal	Open	14	Full	Mattydale	Wood	
Personal	Open	2-1/2	1/4	Mattydale	Tarpaper & Wood	
Personal	Open	1-1/2	1/4	Mattydale	Papers	
Roth Steel	Open	18	Full	Liverpool	Wood	Dumpster, BO
Unknown	Open	12	1/2	Mattydale	Roofing Paper	
Lichtmans Liq	Open	12	1/2	Liverpool	Cardboard & Paper	
Personal	Open	2-1/2	Full	Mattydale	Dirt & Bag	Steel
Personal	Open	16	Full	Mattydale	Paper & Cardboard	
Weimer Co.	Open	4	Full	Mattydale	Wood & Tin	
Central Carbon	Open	4	Full	Lyncourt	Cardboard & Paper	
Roth Steel	Open	18	1/2	Liverpool	Paper & Cardboard	G.E.
Kelley	Comp.	25	Full	Liverpool	Garbage	

ONONDAGA COUNTY, NY

Date — 9/18

NAME OF COLLECTOR	COMP.	SIZE OF TRUCK CU. YDS	% FULL	ORIGIN	TYPE OF WASTE	REMARKS
	OPEN					
Personal	Open	1	Full	Mattvdale	Garbage	
A & T	Comp.	15	Full	C.H.	Foundry	
Raite	Comp.	18	Full	Liverpool	Garbage	
Rubbish Removal	Comp.	18	Full	Unknown	Garbage	
Roth Steel	Open	15	Full	Liverpool	Paper & Cardboard	Dumpster Box
Kelley	Comp.	40	1/2	Liverpool	Garbage	
Heisler	Open	16	Full	Mattvdale	Cardboard Plastic	
Personal	Open	12	1/4	Mattvdale	Paper Cardboard	
Seneca Knolls	Comp.	18	1/4	Mattvdale	Cardboard Paper	
Car & Trailer	Open	2	1/4	Mattvdale	Cardboard & Trash	
A & T	Open	15	Full	C.H.	Cardboard & Paper	
Kelley	Comp.	25	3/4	Liverpool	Garbage	
Town of Salina	Open	8	Full	Lyncourt	Trees&Logs	Highway Dept
Leaseway	Comp.	30	1/2	Lyncourt Mattvdale	Plastic Paper&Cdb.	G.M.C.
A & T	Open	15	Full	C.H.	Foundry	
Roth Steel	Dump-ster box	15	Full	Lyncourt	Paper-Wood Cardboard & Paper	G.E.
Service Liquor	Open	10	1/2	Liverpool		
Town of Salina	Open	8	Full	Lyncourt	Trees&Logs	
Kelley	Comp.	25	Full	Liverpool	Garbage	
A & T	Open	15	Full	C.H.	Foundry	
Kelley	Comp.	25	3/4	Liverpool	Garbage	
Roth Steel	Open	18	1/2	Liverpool	Paper	G.E.
Roth Steel	Dumpster Box	15	Full	Liverpool	Wood&Paper	
Personal Car	Open	1	Full	Mattvdale	Garbage	
Tripoli	Comp.	20	Full	Liverpool Mattvdale	Paper & Cardboard	
Creno, Chuck	Open	30	3/4	Lyncourt	Paper Cardboard	
Personal	Open	2	Full	Liverpool	Wood&Paper	
Rubbish Removal	Comp.	30	Full	Liverpool	Wood and Cardboard	
A & T	Open	15	Full	C.H.		
Town of Salina	Open	8	Full	Lyncourt	Trees&Logs	Highway
Mannino	Comp.	16	Full	Lyncourt Liverpool	Paper and Cardboard	
Roth Steel	Open	15	Full	Mattvdale	Foundry	Dumpster Box
Personal	Open	2	1/2	Mattvdale	Paint Can	
Ace	Open	15	Full	Liverpool	Paper and Cardboard	Dumpster Box
Personal	Open	2	Full	Liverpool	Wood & Iron	
A & T	Open	15	Full	C.H.	Foundry and environment	
Personal	Comp.	25	Full			

ALBANY COUNTY, NY

Date - 9/

NAME OF COLLECTOR	COMP.	SIZE OF TRUCK CU. YDS	% FULL	ORIGIN	TYPE OF WASTE	REMARKS
	OPEN					
Ace	Comp.	60	Full	Liverpool N. Light	Garbage & Papers	
Personal Kelley	Open	2	1/2	Liverpool	Wood & Paper	
Heisler	Comp.	25	Full	Liverpool	Garbage	
Creno, Frank	Open	16	1/2	Mattvdale	Cardboard	
Kelley's	Open	25	3/4	Liverpool	Cardboard	
Kelley's	Comp.	25	Full	Liverpool	Garbage	
Weaver	Comp.	25	Full	Mattydale	Garbage	
Rubbish Removal	Open	35	Full	Liverpool	Tin & Iron	G.E.
Tripoli	Comp.	18	1/2	Liverpool Mattydale	Paper - Garbage	
Ace	Open	15	Full	Liverpool	Paper - Cardboard	
Spoto	Comp.	18	1/2	Mattydale	Garbage	
Town of Salina	Open	8	Full	Lyncourt	Trees & Logs	
A & T	Open	15	Full	C.H.	Foundry	
Rubbish Removal	Comp.	30	Full		Foundry	
A & T	Comp.	42	Full	C.H.	Paper Cardboard	
A & T	Comp.	42	Full	Liverpool	Cardboard Paper	G.E.
G.E. Trk	Open	6	Full	Liverpool	Dirt - Stone	G.E.
Kelley	Comp.	22	Full	Liverpool	Garbage	
Town of Salina	Open	8	Full	Lyncourt	Logs - Trees	
Car & Trailer	Open	2	Full	Lyncourt	Rooring Paper	
Roth Steel	Open	10	Full	Liverpool	Garbage	Dumoster Br
Kelley	Comp.	25	Full	Liverpool	Garbage	
Golas	Open	10	Full	Mattydale	Paper - Cardboard	
A & T	Comp.	42	Full	Liverpool	Cardboard Paper, Wood	G.E.
Leaseway	Comp.	42	Full	Lyncourt	Paper Cardboard	G.M.C.
Creno, Chuck	Open	30	Full	Lyncourt	Cardboard Paper	
A & T	Open	15	Full	C.H.	Foundry	
G.E., Trk	Open	8	Full	Liverpool	Paper Cardboard	
Pascarella	Open	2-1/2	Full	Liverpool	Cardboard Paper	
Personal	Open	2	Full	Liverpool	Wood - Paper	
Personal	Open	2	Full	Mattvdale	Wood - Paper	
Personal	Open	1	Full	Mattvdale	Cardboard	
Town of Salina	Open	7	Full	Lyncourt	Logs - Brush	
N.Y. State	Open	3	Full	Mattydale	Brush	
Creno, Chuck	Open	25	3/4	Liverpool	Paper - Cardboard	
Raite	Comp.	25	Full	Liverpool	Garbage	
Leaseway	Comp.	40	Full	Lyncourt	Cardboard	A-11

ONONDAGA COUNTY, N.Y.

Date - 9/1

NAME OF COLLECTOR	COMP.	SIZE OF TRUCK CU. YDS	% FULL	ORIGIN	TYPE OF WASTE	REMA
	OPEN					
Robert - Law	Open	12	Full	Liverpool	Dirt-Trees	Vine St.,
Town of Salina	Open	8	Full	Lyncourt	Trees-Brush	
Raite	Comp.	20	Full	Liverpool	Garbage	
Town of Salina	Open	8	Full	Mattydale	Wood&Iron	
Town of Salina	Open	8	Full	Mattydale	Wood&Iron	
Kelley	Comp.	25	Full	Liverpool	Garbage	
Kelley	Comp.	25	Full	Liverpool	Garbage	
Kelley	Comp.	25	Full	Liverpool	Garbage	
Leaseway	Comp.	40	Full	Lyncourt	Cardboard Wood	G.M.C.
Will & Baumer	Open	30	Full	Liverpool	Paper-Wood	Candle Comb
A & T	Open	15	Full	C.H.	Foundry	C.H.
A & T	Comp.	42	Full	Liverpool	Cardboard Paper-Wood	G.E.
Personal	Open	1	Full	PitcherHill	Paper-Cardboard	
Town of Salina	Open	8	Full		Trees-Brush Debris	
Roth Steel	Open	30	Full	G.E. Liverpool	Paper-wood Cardboard	Metal-Iron
National Plating	Open	15	1/4	Mattydale	Paper Cardboard	
Personal	Open	1	Full	Mattydale	Garbage	
A & T	Open	15	Full	C.H.	Foundry	C.H.
Lichtman	Open	15	1/2	Liverpool	Paper - Cardboard	M. Lichtman
Onon. Heating	Open	2	Full	Mattydale	Tin-Wood Paper	Onon. Heatir
Salt City Sup.	Open	15	Full	Lyncourt	Wood-Paper	
Cinter-City	Open	15	1/2	C.H.	Tar-Paper- Wood	
Kelley	Comp.	30	Full		Garbage	
Tousley	Comp.	20	Full	Liverpool	Garbage	Liverpool Vi
Roth Steel	Open	30	Full	Liverpool G.E.	Wood	G.E.
Town of Salina	Open	8	Full	Lyncourt	Trees-Wood	Lyncourt
Roth Steel	Open	15	1/2	Lyncourt	Cardboard, Paper	Dumpster Box
Tousley	Comp.	25	Full	Liverpool	Garbage	Liverpool Vi
Robert - Law	Open	12	Full	Liverpool	Trees- Concrete	Vine Street
A & T	Open	15	Full		Cardboard Paper	C.H.
Robert-Law	Open	12	Full	Liverpool	Dirt-Trees	Vine Street
Robert-Law	Open	12	Full	Liverpool	Dirt-Trees	Vine Street
Seneca Knolls	Comp.	18	Full	Mattydale N. Licht	Garbage	
Tripoli	Comp.	18	Full	Lyncourt Mattydale	Garbage, Paper, Cardboard	
A & T	Open	30	Full	G.E. Liverpool	Tin-Iron- Steel	G.E.
Town of Salina	Open	8	Full	Lyncourt	Foundry-adj	113
Roth Steel	Open	30	Full	Liverpool	Paper	

LANDFILL INVESTIGATION
TOWN OF SALINA
ONONDAGA COUNTY, NY

Date - 9/20/72

NAME OF COLLECTOR	COMP.	SIZE OF TRUCK CU. YDS	% FULL	ORIGIN	TYPE OF WASTE	REMARKS
	OPEN					
Leaseway	Comp.	42	Full	Lyncourt G.C.	Cardboard Paper	Plastic - G.M.
Town of Salina	Open	8	1/2	Mattydale	Trees-Wood	Highway Dept.
Town of Salina	Open	8	Full	Mattydale	Wood	Highway Dept.
Kelley	Comp.	30	Full	Pitche-Hill	Garbage	
Kelley	Comp.	25	Full	PitcherHill	Garbage	
Kelley	Comp.	35	Full	PitcherHill	Garbage	
Weaver	Comp.	20	Full	Mattydale	Garbage	
Heisler	Open	25	3/4	Mattydale	Cardboard Paper	P & C Bakery
Creno, C.	Open	18	3/4	Lyncourt	Cardboard Paper	
Town of Salina	Open	8	Full	Mattydale	Mix	Highway Dept.
A & T	Open	15	Full	C.H.	Wood	C.H.
A & T	Comp.	42	Full	Liverpool G.F.	Cardboard Paper-Wood	G.F.
Tripoli	Comp.	20	Full	Lyncourt	Cardboard Paper	Commercial
Personal	Open	2	1/2	Lyncourt	Brush	Shoo-City
G & T Supply	Open	2	1/2	Liverpool	Cardboard Paper	
Weaver	Comp.	25	Full	Mattydale	Garbage	
A & T	Open	15	Full	C.H.	Foundry	C.H.
Town of Salina	Open	8	Full	Mattydale	Trees-Wood Iron	Highway Dept.
Roth Steel	Open	20	1/2	Liverpool	Paper-Wood	
Roth Steel	Open	20	Full	Mattydale	Rugs Strike-Spar	Carpets
Roth Steel	Open	15	Full	Mattydale	Garbage	Dumpster Box
Mustang Pools	Open	10	3/4	Liverpool	Concrete Stone	
Center-City Roof	Open	8	Full	Marine Mid-land Bank	Roofing	Mattydale
Tousley	Comp.	20	Full		Garbage Cardboard	Liverpool Vil
A & T Haule	Open	15	Full	C.H.	Foundry	C.H.
Roth Steel	Open	20	3/4	Lyncourt	Paper-Wood	
N.Y. State	Open	4	Full	Mattydale	Paper-Wood	Stone
Town of Salina	Open	8	Full	Mattydale	Trees-Brush	Highway Dept.
Central City	Open	6	Full	Marine Mid-land Bank	Roofing	
Roth Steel	Open	15	1/2	Lyncourt G.F.	Paper-Cardboard	G.F. Dumpster
Kelley	Comp.	25	Full	PitcherHill	Garbage	
Shorgood Poultry	Open	10	1/2	Liverpool	Garbage	
Personal	Open	1	1/2	Mattydale	Wood	
Town of Salina	Open	8	Full	Mattydale	Trees-Limbs	
Central City	Open	6	1/4	Mattydale	Roofing & Paper	A-115

recycled paper

ecology and environment

LANDFILL INVESTIGATION
TOWN OF SALINA
ONONDAGA COUNTY, NY

File No. - 12

Date - 9/23

NAME OF COLLECTOR	COMP.	SIZE OF TRUCK CU. YDS	% FULL	ORIGIN	TYPE OF WASTE	REMARKS
	OPEN					
Roth Steel	Open	15	Full	Lyncourt	Paper Cardboard	G.E., Dump
Town of Salina	Open	8	Full	Mattydale	Brush	
Mannino's	Comp.	16	Full	Liverpool Mattydale	Garbage	
A & T	Open	15	Full	C.H.	Foundry	C.H.
Leaseway	Comp.	35	Full	Mattydale Liverpool	Garbage	
Salt City Supply	Open	20	Full	Lyncourt	Paper-Wood	
Town of Salina	Open	8	Full	Mattydale	Brush-Iron	
Central City	Open	10	Full	Mattydale	Wood-Iron	
Hueber-Breuer	Open	4	Full	C.H.	Iron-Wood	
A & T	Open	15	Full	C.H.	Foundry	
Rubbish Removal	Open	35	Full	Mattydale	Cardboard Paper	
Personal	Open	1	Full	Lyncourt	Tarpaper	
Nestor Bros.	Open	1	Full	Liverpool	Cardboard Wood	
Stack Equipment	Open	1	Full	Liverpool	Cardboard	
Kelley	Comp.	35	Full	Lyncourt	Garbage	
Ace	Comp.	60	Full	Liverpool Pitcher Hill	Garbage	School
Kelleys	Comp.	35	Full	Lyncourt	Garbage	
A & T	Open	18	Full	C.H.	Foundry	
Roth Steel	Open	25	Full	Liverpool, G.E.	Wood	
J. Raite	Comp.	20	Full	Liverpool Lyncourt	Garbage	
Kruger	Open	4	3/4	Mattydale	Paper Cardboard &	Garbage
Heisler	Open	18	Full	Mattydale	Cardboard Paper	
Weaver	Comp.	25	Full	Mattydale		
A & T	Open	18	Full	C.H.	Foundry	C.H.
Kelley	Comp.	35	Full	Lyncourt	Garbage	
Creno, F.	Open	18	3/4	Lyncourt Mattydale	Paper Garbage	
Personal	Open	1	1	Mattydale	Wood	
Town of Salina	Open	8	Full	Mattydale	Brush-Wood	
Tripoli	Open	40	3/4	Lyncourt	Cardboard	
Leaseway	Comp.	42	Full	Lyncourt GMC	Plastic Paper	G.M.C.
Personal	Open	1	Full	Liverpool	Furniture	
Kelley	Comp.	35	Full	Lyncourt	Garbage	
Tripoli	Comp.	20	Full	Lyncourt	Garbage	
Roth Steel	Open	25	Full	Liverpool		A-116
Kelley	Comp.	35	Full	Lyncourt		

TOWN OF SALINA
ONONDAGA COUNTY, N.Y.

Date - 9/22/7

NAME OF COLLECTOR	COMP.	SIZE OF TRUCK CU. YDS	% FULL	ORIGIN	TYPE OF WASTE	REMARKS
	OPEN					
Leaseway	Comp.	42	Full	Lyncourt	Plastic, Wood Paper, Cardboard	G.M.
Roofing Company	Open	6	Full	Liverpool	Roofing	Wood
Town of Salina	Open	8	Full	Mattydale	Brush- Wood-Tin	
A & T	Open	15	Full	C.H.	Foundry	C.H.
Town of Salina	Open	8	Full	Mattydale	Brush-Wood	Tin
Roth Steel	Open	15	Full	Lyncourt	Cardboard Paper	Dumpster
Roth Steel	Open	15		Liverpool	Paper Cardboard	Dumpster
Weaver	Comp.	20	Full	Mattydale	Garbage	
Roth Steel	Open	20	Full	Liverpool	Cardboard Paper	G.E.
A & T	Comp.	42	Full	Liverpool	Paper Cardboard	G.E. (Liverpoc
Personal	Open	2	Full	Mattydale	Cardboard Paper	
Roth Steel	Open	15	Full	Lyncourt G.E.	Paper-Wood	G.E.
Town of Salina	Open	8	Full	Mattydale	Brush-Paper	
A & T	Open	15	Full	C.H.	Foundry	C.H.
A & T	Open	15	Full	C.H.	Foundry Wood	C.H.
Town of Salina	Open	8	Full	Mattydale	Brush-Wood	
Const. Company	Open	12	Full	Liverpool	Wood-Paper	Cardboard
Tripoli	Comp.	18	Full	Liverpool Mattydale	Garbage Paper	
Roth Steel	Open	20	Full	Lyncourt G.E.	Paper-Wood	G.E.
Roth Steel	Open	15	Full	Liverpool	Paper	Dumpster, G.E.
A & T	Open	15	Full	C.H.	Foundry	C.H.
Raite	Comp	20	Full	Liverpool	Paper Cardboard	
Rogalia	Open	18	Full	Liverpool G.E.	Paper Cardboard	G.E.
Mathieson	Open	20	Full	Liverpool	Cardboard	
G.E. TRK	Open	4	1/2	Liverpool	Wood-Iron	G.E.
Town of Salina	Open	8		Mattydale	Brush	
A & T	Comp.	40		Liverpool	Paper, Wood, Cardboard	
Heisler	Open	25	Full	Mattydale	Paper, Wood, Cardboard	
Roth Steel	Open	15	Full	Lyncourt	Cardboard Paper, Wood	
Ace	Comp.	60	Full	Liverpool	Garbage Paper, Wood	
Roth Steel	Open	15	Full	Liverpool G.E.	Paper-Wood	
Creno, C.	Open	18	Full	Lyncourt	Paper Wood, Cardboard	
Car	Open	1	Full	Pitcher Hill	Paper, Cardboard	
Personal	Open	2	Full	Mattydale	Wood, Paper, Cardboard	
Mannino	Comp.	18	Full	Lyncourt Mattydale	Garbage Wood-Paper	A-117
Roth Steel recycled paper	Open	25	Full	G.E.	Garbage and cardboard Cardboard	

LANDFILL INVESTIGATION
TOWN OF SALINA
ONONDAGA COUNTY, N.Y.

File No. - 120

Date - 9/22

NAME OF COLLECTOR	COMP.	SIZE OF TRUCK CU. YDS	% FULL	ORIGIN	TYPE OF WASTE	REM
	OPEN					
A & T	Open	20	Full	C.H.	Cardboard, Paper, Wood	
Syr. Insulation	Open	20	Full	Liverpool	Cardboard, Paper	
Kelley	Comp.	25	Full	Liverpool	Garbage	
Town of Salina	Open	8	Full	Mattydale	Brush	
Mathieson	Open	2	Full	Lyncourt, G.M.C.	Fly Ash	
Central City	Open	20		Marine Midland Bank	Cardboard, Wood	
Royal-Crown	Open	15	Full	Mattydale	Paper, Glass, Wood	
Personal	Open	1	Full	Mattydale	Paper-Wood	
Weaver	Open	3	Full	Mattydale	Wood, Cardboard	
A & T	Open	15	Full	C.H.	Foundry	
Roth Steel	Open	15	Full	Pitcher Hill	Paper, Cardboard	
Roth Steel	Open	15	Full	Mattydale	Wood-paper	
Creno, F.	Open	20	Full	Mattydale	Paper-Wood	
Kelley	Comp.	25	Full	Liverpool	Garbage	
Personal	Comp.	2	Full	Lyncourt	Paper & Parpaper	
Rock Bros.	Open	2	Full	Mattydale	Wood-Paper, Iron	
Weaver	Comp.	25	Full	Mattydale	Garbage	
G. Dairy	Open	2	Full	Mattydale	Par Paper, Roofing	
A & T	Open	15	Full	C.H.	Foundry	
Creno, F.	Open	7	Full	Lyncourt	Paper-Wood	
Tripoli	Comp.	20	Full	Lyncourt, Mattydale	Garbage	
Kelley	Comp.	25	Full	Lyncourt	Garbage	
Town of Salina	Open	8	Full	Mattydale	Brush	
Personal	Open	6	Full	Liverpool	Brush-wood	
Car	Open	2	Full	Lyncourt	Brush	
Personal	Open	4	Full	Mattydale	Brush	
Mathieson	Open	2	Full	G.M.C.	Fly Ash	
Seneca Knolls	Comp.	15	Full	N. Lights	Garbage	
Personal	Open	1/2	Full	Liverpool	Wood	
Heisler	Open	10	Full	Mattydale, P.C. Baker	Garbage	
Trucking Company	Open	2	Full	Liverpool	Cardboard, Paper	
A & T	Open	15	Full	C.H.	Foundry	
Salt City	Open	15	Full	Lyncourt	Wood-paper	
Man. Blvd.	Open	8	Full	Liverpool	Wood	
Town of Salina	Open	8	Full	Mattydale	Wood, Plastic	

LANDFILL INVESTIGATION
TOWN OF SALINA
ONONDAGA COUNTY, NY

File No. - 120.

Date - 9/2

NAME OF COLLECTOR	COMP.	SIZE OF TRUCK CU. YDS	% FULL	ORIGIN	TYPE OF WASTE	REMARKS
	OPEN					
Personal	Open	2	F	Mattydale	Cardboard paper	Garbage
Leasaway	Comp.	42	F	Lyncourt G.M.C.	plastic paper	G.M.C.
Weaver	Comp.	24	F	Mattydale	Garbage	
Creno, F.	Open	20	F	Mattydale	paper cardboard	
Ace	Open	15	F	Pitcher Hill	iron, tin paper	
Weaver	Comp.	28	F	Mattydale	Garbage	
Ace	Open	15	F	Liverpool	paper cardboard	
Rubbish Removal	Comp.	25	F	Liverpool Mattydale	garbage paper	
Roth Steel	Open	15	F	Mattydale Strike & Spare	cardboard paper	
Creno, C.	Open	18	F	Liverpool	Groc. store paper boxes	
Creno, F.	Open	18	1/2	Liverpool	paper cardboard	
Personal	Open	1	1/2	Mattydale	Garbage	
Roth Steel	Open	20	F	Lyncourt G.E.	paper cardboard	G.E.
Weaver	Comp.	24	F	Mattydale	Garbage	
Ace	Open	15	F	Liverpool	paper cardboard	
A. Pompo	Open	2	F	Mattydale	wood paper	
Car	Open	1	F	Mattydale	iron tin	
Car - Tr.	Open	1	F	Lyncourt	paper cardboard	
Pickup Truck	Open	2	F	Mattydale	wood	
Pickup Truck	Open	1	F	Liverpool	wood paper	
Kelley	Comp.	35	F	Lyncourt Liverpool	garbage	
Kelley	Comp.	27	F	Lyncourt	garbage	
Pickup Truck	Open	1	F	Mattydale	WOOD garbage	
Kelley	Comp.	25		Liverpool Northern Lots.	garbage	
Kelley	Comp.	35		Liverpool Lyncourt	garbage	
Ace	Comp.	60	F	Liverpool Pitcher	garbage	
Pickup Truck	Open	2	F	Liverpool	furniture	
Tripoli	Comp.	20	F	Lyncourt Mattydale	garbage	
Weaver	Comp.	25	F	Mattydale	garbage	
Pickup Truck	Open	1	F	Lyncourt	limbs & logs	
Pickup Truck	Open	1	F	Mattydale	garbage	
Raite	Comp.	18	F	Liverpool	garbage	
Mannino, C.	Comp.	18	F	Liverpool	garbage	
Heisler	Open	25	F	Lyncourt Pitcher Hill	cardboard paper	
Pickup	Open	1	F	Mattydale	recycled paper	119

REFERENCE 16

A-120

02:3408-05/25/01-D1

New York State Department of Health -- Public Affairs Group

RECEIVED

MAR 17 1988

TOXIC SUBSTANCE
CONTROL ACT

100% recycled paper
except where noted

PCB waste dumped here

100 tons from GM plant placed in 4 county landfills

By Jeff Light
Staff Writer

More than 100 tons of hazardous PCB-contaminated waste from General Motors' Fisher Guide plant were dumped in four landfills in four counties throughout Onondaga County during the last decade, a Herald-Journal investigation has found.



And recent tests ordered by the State Department of Environmental Conservation show high levels of PCBs in soil at the town of Salina auto body plant — in one spot 160 times the level defined as hazardous by federal law.

The discovery of "hot spots" at the plant has led to concern that contamination may creep off the property and into Lay Creek less than 200 feet away. Officials say the earth beneath the plant itself may be contaminated.

State and federal officials believe the levels of PCB contamination at the landfills are relatively low and pose no immediate public health threat.

But none of the municipal dumps — the Tripoli, Clay, Salina and Brighton Avenue landfills — were designed to contain hazardous materials like PCBs. And officials concede the long-term consequences of the dumping are unknown.

There is no difference between this and Love Canal here you don't have a school built over a highly contaminated area of volatile organic liquid and you don't have anyone drinking the groundwater," said DEC solid waste engineer Charina Chernoff. "But as for the long run, it's there and it's not a health situation... it's environmental damage, no doubt about it."

The question is: Is it moving off-site? he said. "In it getting into the groundwater? Are animals eating it? What needs to be done? What can be done? The answer, we don't know, inevitably, it will be looked at."

But federal and state officials said GM had been very cooperative in trying to solve and define the PCB problem.

PCB, Page A8



The Tripoli landfill, which is now closed, was one of the sites at which PCB-contaminated wastes were dumped over the last decade. The wastes came from the General Motors Fisher Guide plant.

PCBs: A special report

"The question is, Is it getting into the groundwater? Are animals eating it? What needs to be done? What can be done? The answer is, we don't know. Inevitably, it will be looked at."

— State solid waste engineer Charles Chernoff

PCB Continued from Page 1

Plant manager Roland Link denied that GM had admitted any illegal dumping, though in a 1984 response to the EPA charge, the company lawyer clearly did admit the violation.

Link stressed that GM has already spent more than \$2 million in repairs and environmental cleanup at the plant and that the company's cleanup costs "will be more like \$3 1/2 million before we're done."

The presence of PCBs at the dumps means they should now be considered for classification as inactive hazardous waste sites by the state and considered for eligibility for Superfund cleanup money by the Environmental Protection Agency, state and federal officials said.

Among the Herald Journal's findings:

• **THE FOUR DUMPS** hold hundreds of tons of trash contaminated with polychlorinated biphenols, or PCBs.

From 1979 to 1983, nearly 100 tons of the trash was illegally dumped at the Tripoli landfill alone, according to EPA estimates and DEC regional attorney Richard Brickwedde.

Before 1979, the wastes were dumped in landfills in Salina, Clay and off Brighton Avenue in Syracuse, according to men who hauled the waste.

Since 1979, material with concentrations of 50 parts per million or more of PCBs have been considered hazardous waste under the federal Toxic Substances Control Act. They must be disposed of in special toxic waste landfills.

The wastes dumped by GM were tainted with PCBs averaging 100 to 140 parts per million, records show.

"It was not 37,000 kilograms of PCB wastes," Link explained. "It was 37,000 kilograms of solid waste, consisting of cardboard, cafeteria waste, trash, floor sweepings, everything you normally have in your industrial operation," with some PCB wastes mixed in.

Federal statutes define all that tainted garbage as "PCB solids."

• **THE CONTAMINATED** wastes dumped in the landfills were the result of leaks on the Fisher Guide factory floor because of broken pipes, leaky joints and other spills around the injection molding machines at the plant, according to EPA documents.

The PCBs at the plant are contained in a hydraulic system that runs 110 injection molding machines used in the manufacture of plastic car parts.

Each molding machine sits above a system of underground pumps that collect and recycle the hydraulic fluid, which leaks from the machines at a rate of up to 16,000 gallons a week, according to EPA documents and GM reports.

• **SOIL** beneath the foundation of the plant may be highly contaminated, and are planning to require all water draining from beneath the building to be filtered.

They say contamination on the plant site is the result of flaws in the plant's waste water treatment and oil recycling system, and perhaps the dumping of soil excavated from beneath the plant floor.

• **TWO HOLDING** ponds on the plant property are contaminated with PCBs at hazardous levels.

The ponds have been ordered cleaned up and GM had agreed to have a new treatment system of line by Jan. 1, 1987.

• **HIGH LEVELS** of PCB contamination were discovered last month along the back fence of the GM plant by Factory Avenue, within 200 feet of Ley Creek.

Soil samples taken from the bed of Ley Creek found no significant PCBs, state officials said. The creek was dredged in 1983. But one test bore near the fence turned up soil containing 4,000 parts per million PCBs — 100 times the legal limit.

"Everyone was surprised," said DEC water engineer Steve Lackey. "We had assumed the PCBs were leaking from areas where all the recycling systems along the outside of the sanitary sewer lines. We're not sure what it means. The first thing we're going to do is to require more testing to make sure it isn't moving into Ley Creek."

"Something has to be done. You can't just leave it the way it is," he said. "Eventually we're talking decades and decades, at least — that might find its way into the creek. And if it goes into the creek, it'll go into Onondaga Lake. And if it goes into the lake, eventually it would end up in Lake Ontario."

Lackey said once the extent of the soil contamination at the plant site has been determined, the dirt will be ordered removed and sent to a special toxic waste landfill, contained with walls, pushed into the soil or treated with a chemical process.

DEC Regional Water Engineer Leo Flocke said the most likely theory to explain the hot spot near the Tripoli landfill excavated from beneath the plant floor in the past has been dumped along the back of the property.

The leaky sump system beneath the plant floor, he said, may well have contaminated all the soil beneath the plant.

"Someday if, God forbid, the plant closes, all this will be remembered," Flocke said.

"That ground will have to be cleaned." For now, it's trapped between the foundation of the building and a lens of impervious clay, he said. "You might say what we really should do is make them dig it all up. But it's just not practical to make them trash the whole building."

Albany Knickerbocker News
Albany Times Union
Newsday
New York Times
Schenectady Gazette

New York Daily News
Staten Island Advance
Buffalo Evening News
Binghamton Evening Press
New York Post
Syracuse Herald-Journal

Binghamton Sun Bulletin
Times Herald Record
Democrat & Chronicle-Rochester
Reporter Dispatch -White Plains
Syracuse Post Standard
Wall Street Journal

"What I have asked them to do is to collect all the drainage water from the area and run it through filters to clean it — that's all the water from around all the pipe holes in the whole foundation."

© THE EPA last summer fined the Fisher Guide \$75,000 for six violations of the Toxic Substances Control Act.

EPA officials classified the admission by GM officials last summer that PCB wastes were routinely thrown in the garbage as a "major" offense, but said they considered it a minor environmental problem. The concentration of the chemical in the wastes — between 100 and 140 parts per million, was not enough to cause alarm, they said.

GM paid the \$75,000 fine last July after being charged with:

- Sending PCB-contaminated wastewater into Ley Creek without a permit.
- Dumping PCB wastes at municipal landfills after 1979, when the practice was prohibited.

- Failing to drain the hydraulic system and dispose of the PCBs as required by law since 1979 and reintroducing PCB fluid into the machines.

- Storing more than 4,000 gallons of PCB liquid in an open-top tank and more than 1,000 gallons in barrels without lids or proper markings.

- Storing the PCBs and PCB solids for more than 30 days without a permit.

- Failing to keep required records about where and when PCBs were disposed of.

The agreement to pay the fine signed last July by GM with EPA does not amount to an admission of guilt. A clause in the document reads that GM "neither admits nor denies the factual allegations contained in the complaint and the findings of fact."

However, in an April 26, 1984, response to the original complaint filed against the company, GM attorney William D. Brusstar Jr. wrote that the company "admits to the disposal in a municipal landfill between July 1979 and June 1983 of more than 67,000 kilograms (nearly 100 tons) of (PCB) solids such as floor cleanup, bar tap filters and filter cartridges."

But Brusstar claimed "These solids had only incidental PCB contamination. Every hydraulic machine is surrounded by an oil collection trench. In the event of a leakage, most of the oil was carried away by means of the trench. Only occasionally did oil splatter onto the floor. Employees say these oil spots were just ounces."

© GM BEGAN attempts to rid itself of the PCB problem as early as March 1979. The fluid in the molders was sampled and found to contain 100 to 140 parts per million PCBs.

The hydraulic system holds 120,000 gallons of fluid. The PCBs in the system date from 1971 or before, when die casting machines used to manufacture hub caps were converted into injection molders, according

A-123

- 3 -

New York State Department of Health -- Public Affairs Group
DATE

Albany Knickerbocker News
Albany Times Union
Schenectady Gazette
Newsday
New York Times

New York Daily News
Staten Island Advance
Buffalo Evening News
New York Post
Syracuse Post Standard
Syracuse Herald-Journal

Binghamton Sun Bulletin
Times Herald Record
Rochester Democrat & Chronicle
White Plains Reporter Dispatch
Binghamton Evening Press
Hall Street Journal

to documents GM submitted to the EPA. The oil pumps and recycling system were installed in 1975-8.

In December 1976, the company drained 70 percent of the fluid from the system and replaced it with non-PCB fluid. In an attempt to bring the level of PCBs down to 50 parts per million and into compliance with Fed.

By the fall of 1980, however, PCBs trapped in gaskets and hoses and the inside of the machines themselves had brought the PCB level back up to 100 to 140 parts per million.

A similar procedure was repeated in August 1980 with similar results.

Finally, in 1983, GM officials called the EPA looking for guidance.

Officials emphasized that many of the problems at the plant had been repaired and that the company was cooperating to solve them. Since 1983, the plant has spent more than \$2 million trying to correct its hazardous waste problem.

Lacey and Flocke both said PCB pollution from the plant has virtually stopped since 1983. But signs of past pollution, from waste, keep surfacing.

"It is possible that portions of the fill along the northern boundary of the property are contaminated," GM's February report to DEC speculated. "... The route of (an abandoned) drainage system, now buried, may be contaminated both on and off the property. ... The construction of Factory Avenue and the installation of the gas main beside it may also have disturbed PCB-contaminated fill on the property."

Although GM lawyers estimated spills in excess of the plant at "one-sixth" of the GM source

who wished to remain anonymous claimed he had seen spills of up to 100 gallons of fluid.

Environmental Protection Agency Chief of Toxic Substances Daniel Kraft led the EPA team that inspected the plant Sept. 8, 1983.

During the inspection, Kraft noted "abnormal" work areas. "The trouble," he reported, "was illegal dumping of oil." In the landfill, but the impact is no worse than what is currently allowed under the regulations.

Based on GM's estimates, Kraft guessed the amount of pure PCBs in the Tripoli dump would be less than 40 pounds.

The GM source claimed he had seen far bigger spills soaked up with sawdust-like material and shoveled into orange dumpsters used for trash collection inside the plant.

He said the pumps did overflow "on occasion, I'd say maybe five or six times" in 10 years.

"And sometimes a pipe would break or a joint would crack," he said. "It could be anywhere from 10 gallons to anywhere from 700 to 800 gallons. Sometimes if maintenance was working on a machine and didn't lock out the hydraulic system, the oil in the system would come out. They'd sweep it up and put it into dumpsters. We didn't do anything special, just shovel it up with old coal shovels and throw it in the dumpster."

He said spills were routinely cleaned up in this fashion from the time the inspection began. "I've never installed until the EPA inspection."

Leo Smith, 57, who worked for A&T Haul, Inc. from 1973 to December, and George Smith, 32, who worked for the company from 1972 to 1981, hauled all the trash from the plant except for paint sludge.

The men said the 6-by-20-foot dumpster of compacted trash they picked up at the plant, as often as three times a day, was frequently saturated with oily liquids.

The men said they regularly hauled the trash to the town of Salina landfill until it closed in 1974, and later to the Clay, Brighton Avenue, and Tripoli landfills.

"You'd wear a pair of gloves and you'd just be soaked with it," George Smith said. "Sometimes it was real bad and sometimes it wasn't. Sometimes it would just go run-ning out all over. Sometimes there was quite a bit there."

Kraft said it was extremely unlikely that GM would be ordered to clean up the landfills.

"The agency has to draw the line somewhere," he said. "If that weren't the case, all these landfills all over the country where PCBs were legally dumped before 1978 would have to be dug up, and sent to PCB landfills or incinerated. You just can't do it."

Results of groundwater samples taken in January at the Tripoli dump, the only one of the four currently listed on the state's registry of inactive hazardous waste sites, are due back by April of 90, he said. A similar study of the Clay landfill is planned for 1987.

REFERENCE 17

A-125

02-3409-05/25/01-01
recycled paper

ecology and environment

2) NYSDOH Interoffice MEMO

Summary

To: Dr. Mohanka

FR: Mr. Huertors - Syr. Reg. Off

date: Mar. 18, 1986

Subj: G.M. - Fisher Guide

G.M. Fisher Guide Divs dumped refuse contaminated by PCB's in Brighton Ave. ZF. The refuse was floor sweepings compound used to clean up coolant and hydraulic oil leaks, + was disposed of btwn 1979 and 1982. The floor sweepings were mixed w/ ordinary refuse and hauled by A+T haulers. This material was not classified or tracked as haz. waste. G.M.'s worst case est. is 112,500 kg oils at 120 ppm. This was based on the use of 125,000 kg of the absorbent and a 90% absorbency rate.

2) (cont.) The co. used Pydrol 200 and 312 as coolants + hydraulics + had switched to another non PCB product around 1969. The oil/waste in quest contained PCBs as a result of resid. contam. within the coolant/hydraulic systems.

There is no info. on dispos. practices prior to 1979, however G.M. was to review their records to determine who handled the refuse prior to 1979.

The RTK shows a variety of solvents, paint, thinners, oil and grease, WWTP sludges and fly and bottom ashes were also generated by GM's Fisher Guide.



SUBSURFACE INVESTIGATION

Report No. CD666-1-5-87

CLIENT NYS Dept. of Environmental Conservation Location of Boring Albany, NY Per Client

PROJECT Monitoring Well Installation
Salina Landfill, Syracuse, NY Date, start 5/20/87 Finish 5/20/87

Boring No. SW-1 Sheet 1 of 2

Ground Water Observations

Casing Hammer	Sampler Hammer	Date	Time	Depth	Coaling at
Wt _____ lbs. Fall _____ in.	Wt <u>140</u> lbs. Fall <u>30</u> in.	<u>5/20/87</u>		<u>4.0'</u>	<u>15.0'</u>
Ground Elev. _____	Casing _____				

H.S. Auger 4-1/4" I.D.

DEPTH	CASING BLOWS/FT.	SAMPLE NO.	DEPTH OF SAMPLE		TYPE SAMPLE	BLOWS ON SAMPLER PER 8" SAMPLER OR 2"	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL		STANDARD PENETRATION NUMBER
			FROM	TO				f-fine sand - 35-50% m-medium silt - 20-35% c-coarse silt - 10-20% trace - 0-10%		
		1a	0.0	0.5	SS	5	0.5'	6" TOPSOIL		
		1b	0.5	2.0		8		Grey f SAND and SILT		
						8				
		2	2.0	4.0	SS	5		Grey f SAND and SILT; ORGANIC MATERIAL		
						6				
						11				
		3	4.0	6.0	SS	14		Similar Soils (wet)		
						10				
						5				
		4	6.0	8.0	SS	1	6.5'	m SAND; ORGANIC MATERIAL with CLAY layer at 6.5' - 7.5' (saturated)		
						2				
						3	7.5'			
						4				
	AUGER	5	8.0	10.0	SS	7		CLAY, SILT, ORGANIC MATERIAL (saturated)		
						8				
						7				
						10				
		6	10.0	12.0	SS	3		Similar Soils (saturated)		
						1				
						5				
						7				
		7	12.0	14.0	SS	2		CLAY; trace SILT (saturated)		
						1				
						2				
						1				
		8	14.0	16.0	SS	2		Similar Soils (saturated)		
						2				
						2				
						3				

SS - SPLIT SPOON SAMPLE
 U - UNDIS SHELBY TUBE
 P - PISTON TYPE SAMPLE

DRILLERS Gary Cambridge, John Saarinen

A-27

ecology and environment

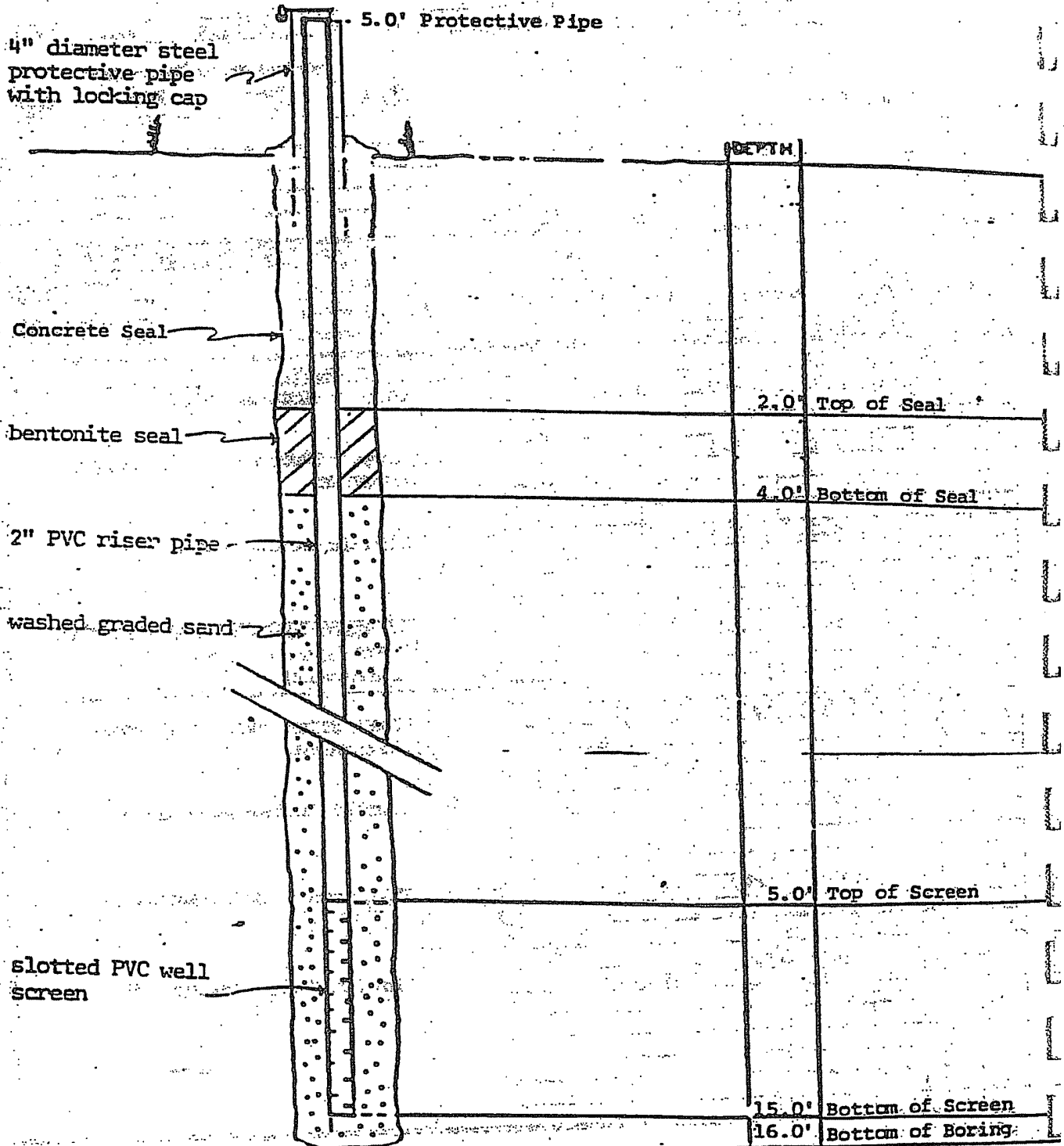
MONITORING WELL INSTALLATION DETAIL

PROJECT: Salina Landfill
Syracuse, New York

PROJECT NO. CD666-87

CLIENT: NYS Dept. of Env. Conservation
Albany, New York

WELL NO. SW-1



REFERENCE 19



CHRONOLOGY OF INVESTIGATION AND TESTING

By Onondaga County Health Department
and
NYS Department of Environmental Conservation

November, 1985

Contract signed between DEC and Dunn Geoscience, Inc. to undertake hydrogeologic investigation of the Clay landfill for \$70,000 under special funds for monitoring a limited number of landfills statewide. Clay landfill was selected because it was a large municipal landfill closed prior to recent strict closure requirements and nearby residential wells.

February 1986

Nine monitoring wells installed for Dunn Geoscience work.

Friday, March 7, 1986

Newspaper story regarding possible pcb's-laden trash being dumped in area landfills.

Monday, March 10, 1986

DEC and County Health officials met to discuss situation and plan coordinated testing, if necessary. County Health took samples for testing of three residential wells in area and one surface sample. (Sampling #1).

Wednesday, March 12, 1986

County Health received tests results showing no detectable levels of pcb's in three residential wells, however, drainage ditch sample showed pcb's at 8.6 parts per billion. (Results of Sampling #1).

Thursday, March 13, 1986

DEC and County Health officials met and agreed to more extensive sampling program.

Saturday, March 15, 1986

Meeting with residents at Clay Town Hall.

Monday, March 17, 1986

DEC and County Health began sampling at Clay landfill. Samples were taken of surface waters and sediments around the landfill. Samples were also taken from three existing collection sumps on the perimeter of the landfill. to be tested for pcb's only. (Sampling #2)*

Also, March 17, 1986

DEC met with General Motors representatives who supplied copies of their Industrial Chemical Survey and Community Right-to-Know forms. GM confirmed that pcb-contaminated trash from floor sweepings and cleanup debris was disposed of with their general trash. This information was not included in the ICS or Community Right-to-Know forms. DEC requested that GM submit a list of haulers used for their general trash.

Tuesday, March 18, 1986

DEC's contract firm of Dunn Geoscience began the sampling work of the nine monitoring wells around Clay landfill. Samples were also taken of leachate seeps, soil, and nearby surface water. Samples will be tested for the 129 priority pollutants including pcb's. (Sampling #3).

Wednesday, March 19, 1986

Sampling of Dunn Geoscience continued and was concluded.

DEC met with A&T Haulers representative who confirmed that they had hauled general trash for General Motors since 1972 and that trash was hauled to the Brighton, Salina, Tripoli, and Clay landfills.

Thursday, March 20, 1986

DEC and the county Health Department took samples at the Clay, Salina, and Brighton landfills. DEC took samples from five of the monitoring wells at Clay, six samples from Brighton and five from Salina. (Sampling #4a). County Health took two samples from Salina and one from Brighton. (Sampling #4b). DEC's samples went to DEC laboratory for analysis. County Health samples went to contract lab. All samples to be tested for pcb's only.

Monday, March 24, 1986

Some results of sampling #2 were received. Four surface water samples showed no detectable levels of pcb's.

County Health had completed testing of 44 residential wells with none showing detectable levels of pcb's.

Note: Additional samples taken of sumps alone to be tested by DEC contract lab for 129 priority pollutants. Results not yet received.

REFERENCE 20

A-132

02:3409-06/25/91-01



Calocerinos & Spina
CONSULTING ENGINEERS

1020 Seventh North Street, Liverpool, NY 13088 • (315) 457-6711

November 15, 1985

Mr. Darrell W. Weston
Supervisor
Town of Salina
P. O. Box 458
201 School Road
Liverpool, New York 13088

Re: Former Town of Salina
Landfill Site

File: 120.101

Dear Mr. Weston:

In response to a request from Mr. Vincent D'Angelo, Loss Control Representative, General Accident Insurance Company of America, dated October 21, 1985, this letter will serve as a summary of the final steps in the closing of the former Town Landfill site off Route 11.

To the best of our knowledge, the Salina Landfill was officially closed sometime in late 1974, early 1975. In 1976, specifications were prepared by Calocerinos & Spina for Dirt Fill & Grading of the Salina Landfill Site, submitted to the New York State Department of Environmental Conservation and approved on August 16, 1976. Bids were received by the Town, but all bids were rejected. Litigation proceedings commenced and resulted in the Town of Salina purchasing approximately 29 acres of land on which the landfill was located. In 1981, specifications were again prepared for the grading, covering and seeding of the landfill site, submitted to DEC and approved on July 28, 1981. Bids were received and a contract awarded to Barbabos Const. Co., Inc. by the Town on September 14, 1981. This contract provided for the grading and covering the entire site with a 2-foot layer of a clay type soil with a permeability factor of 10^{-5} cm/sec as required by DEC and hydroseeding the entire area. The project was completed in November 1982 and has remained in the condition as you see today.

This information would appear to answer Mr. D'Angelo's question, but if additional information is required, please call.

Very truly yours,

CALOCERINOS & SPINA

Leo F. Kane II
Managing Engineer

LFK:mal

cc: Town Board
Mr. A. Rivizzigno *Town of Salina's Attorney*

CS OFFICES: SYRACUSE • ATLANTA • PITTSBURGH • BUFFALO
recycled paper *ecology and environment*

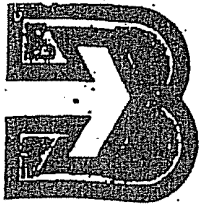
A-133

US0310

REFERENCE 21

A-134

02:3408-06/26/91-D1



Bargabas Construction
Company, Inc.

EXCAV
GR/
ROAD CONSTR
SITE DEVELOP
LAND CLEA

R.D. 4, BOX 166A, CANASTOTA, NEW YORK 1:

September 23, 1981

Town Board
Town of Salina
Onondaga County, New York
913 Liverpool Road
Liverpool, New York 13088

ATTENTION: DARRELL W. WESTON, SUPERVISOR

RE: SALINA LANDFILL, DIRT FILL & GRADING CONTRACT

Gentlemen:

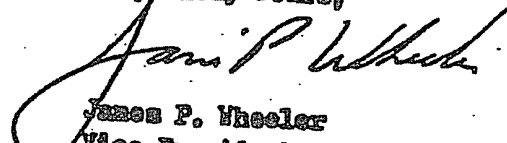
We are here by requesting an extension of the completion date to July 31, 1982 for our contract to provide dirt fill and grading for the Town of Salina Landfill site.

Due to the extreme wetness which presently exists at the site and the continued amount of rainfall that we have been experiencing it has become highly questionable as to when we will be able to start the project and for how long the site will remain accessible for the equipment that will be required to complete the work.

Upon contract signing it is our intent to start the work at the earliest reasonable date but due to the current adverse conditions that presently exist at the site we are respectfully requesting the extension of the completion date with our guarantee that we will hold our unit prices to July 31, 1982.

Your favorable action regarding this request would be greatly appreciated.

Very Truly Yours,


James P. Wheeler
Vice President

JPW:lr

cc: Mr. L. Kane II
Mr. A. Rivisigano
Mr. K. Hanafin

Phone: (315) 422-9416
(315) 697-7722 recycled paper

A-135

ecology and environment

US0312

REFERENCE 22

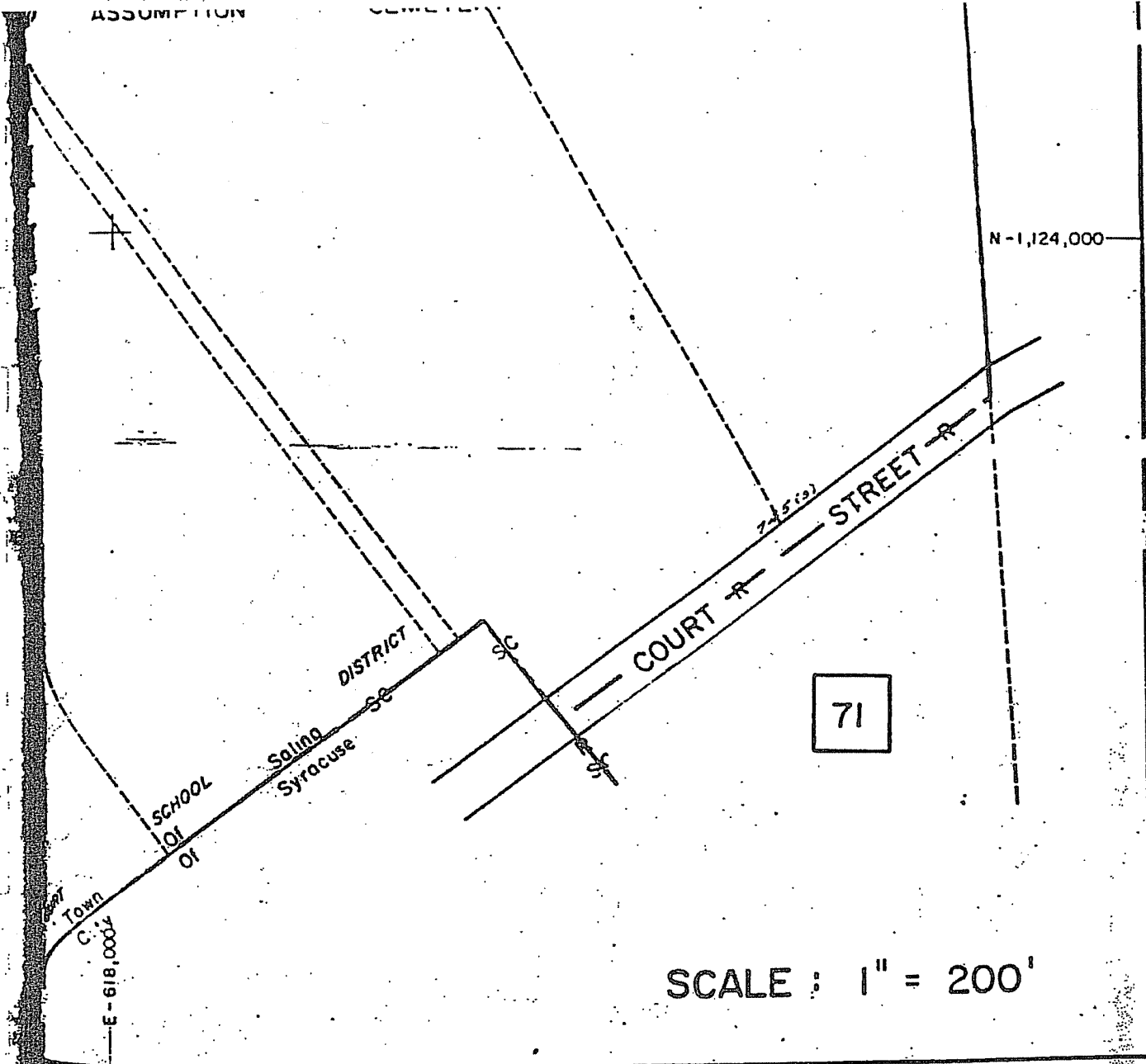
A-136

02:3409-06/25/81-D1

ASSUMPTION

CEMETERY

N-1,124,000



E-618,000
Town of Salina

SCALE : 1" = 200'

SECTION MAP 73
 TOWN OF SALINA
 ONONDAGA COUNTY, N.Y.



FOR TAXING PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE

A-137

REFERENCE 23

A-139

02:3409-06/25/91-01
recycled paper

ecology and environment.

NAME OF SITE <i>SALINA</i>	LOCATION (Town, Village, City) <i>SALINA</i>	COUNTY <i>ONEIDA</i>
OPERATOR	ADDRESS	
OWNER	ADDRESS	

EXPLAIN YES ANSWERS ON REVERSE SIDE

- | | YES | NO |
|--|-------------------------------------|-------------------------------------|
| 1. Burning at Time of Inspection. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Evidence of On-site Burning. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Dumping into Water. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Leachate Observed At The Site. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Leaching into a Water Course. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Refuse not Confined to a Manageable Area. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Unsatisfactory Daily Soil Cover. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Refuse Protruding through Completed Areas. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Improper Spreading and Compaction of the Refuse. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Pooling of Water, Cover Soil Cracking, Soil Erosion, or Improper Slope on Completed Area. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Evidence of Rodents and Insects. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Blowing Paper Problem. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Salvaging of Refuse Creating a Nuisance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Approach Road Impassable to Vehicular Traffic During part of the year. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

CONTROL OF SITE

Signs Fence and Gate Supervision None

EQUIPMENT AT SITE

Type
Track -

Size
27' D-8 - 955 Front loader Track

TYPE OF REFUSE DISPOSED

Residential Commercial Industrial Demolition Agricultural Scavenger

PERSON INTERVIEWED

INTERVIEWED BY (Signature) <i>Leo Capria - Ed Davies</i>	DATE	TIME
	<i>10/27/76</i>	<i>9:20 AM</i>
INTERVIEWED BY (Signature) <i>Henry B. Stangor</i>	TITLE <i>Senior Technician</i>	

1 (12/71)

REFERENCE 24

A-141

02:3409-05/25/01-01
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DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF SOLID AND HAZARDOUS WASTE
FACILITY INSPECTION REPORT

FACILITY NAME **SALINA TOWN** LOCATION **ROUTE 11**
LANDFILL **TOWN OF SALINA**

PERSONS INTERVIEWED AND TITLES

ONE

SITE SKETCH COMMENTS (additional sheets attached) Yes No

I INSPECTED THE SITE WITH HENRIETTE HAMEL AND EMMY THOMAS OF THE N.Y.S. DEPT. OF HEALTH.

WE WALKED THE PERIMETER OF THE SITE AND OBSERVED SPOT AREAS OF INADEQUATE REFUSE.

I COULD DETECT SOME LANDFILL GAS ODORS AS WELL AS ODORS COMING FROM THE NEARBY LLY CREEK TRANSFER STATION.

NO LEACHATE WAS OBSERVED AT THIS TIME.

GENERALLY THE VEGETATIVE COVER WAS WELL ESTABLISHED EXCEPT FOR A COUPLE OF SAGTS.

THIS SITE HAS BEEN CLOSED FOR A NUMBER OF YEARS.

LEACHATE

- Leachate is entering surface water.
- Leachate is known to be contravening groundwater standards.
- Waste is being placed into water.

BURNING

- Refuse is burning without permit or not under permit conditions.
- There is evidence of unapproved previous burning.

COVER

- Previous days waste is not covered.
- Refuse is protruding through daily, intermediate or final cover.
- Intermediate or final cover is not in place or properly applied.

GRADING

- Deposition, ponding, erosion cover, or slopes steeper than 1 on 3 exist.
- Vegetative cover is missing or inadequate on completed areas.
- Soil erosion or other debris problems exist.

SEPARATION DISTANCES

- Waste is closer than 50 feet to site boundaries.
- Refuse is being placed less than 5 feet above groundwater or bedrock.
- Waste is being placed too close to surface water.

NUISANCE CONDITIONS

- Odom are detectable off site.
- Blowing dust or dirt is a nuisance.
- Papers are uncontrolled or blowing off site.
- Noise is a nuisance off site.

OPERATION CONTROL

- Operation Permit conditions are being violated. (List conditions)
- Waste is not sufficiently confined or controlled.
- Refuse is spread in layers thicker than 2 feet.
- Refuse is not compacted or compacted insufficiently.
- The working face height is greater than 10 feet.
- Equipment on the site is not adequate for proper operation.

SAFETY AND HEALTH

- Salvaging is uncontrolled or is creating a safety hazard.
- Rodents, insects, birds, or other vectors are not controlled.
- Unsafe conditions or equipment exist. (List items)
- Methane gas is known to be leaving the site.

ACCESS CONTROL

- Access to the site is improper, unsafe, or inadequately controlled.
- The site is open without an attendant.
- Information about the site not posted. (e.g., hours of operation)
- Access to the operating area is poor or unsafe.

OTHER

- Uncontrolled leachate is visible on, or near the site.
- The quality of cover material is inadequate.
- Slopes of working face is steeper than 1 on 3.
- Monitoring wells are not operative.
- Unapproved wastes have been deposited since last inspection.
- Operator is unfamiliar with site boundaries, operation plan or permit.
- Land application of waste to frozen snow covered ground or during periods of rain.
- Soil pH below 6.5.

7

2	FACILITY NO.	7	8	DATE	9	14	TIME	17
36	37	38	INSPECTOR'S NAME					
39	REMARKS							

EXPLANATION OF YES ANSWERS

1. Landfill was burning at time of inspection for underground combustion fire.
2. There was evidence of burning in this same area.
3. Dumping was evident into the swampy area surrounding landfill.
4. LEACHATE was observed leaching into swampy area.
5. Refuse was not confined to a manageable area, spreading and compaction was not being properly practiced and daily cover was not being applied at the end of each day.
6. Refuse was seen protruding throughout the site area.
7. Topsoil slope on whole area.
8. Piles were blown throughout area surrounding site.
9. Approach road is generally not passable in wet weather.

REFUSE SITE SKETCH

LOCATION SKETCH

A-143

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ecology and environment

REFERENCE 25

A-144

02:3400-05/25/01-01

Abbott

March 18, 1986

10:21 BRIGHTON LANDFILL - Copy to File. With Jeff Banikowski. Jeff and I observed minor amounts of leachate along south and southwest toes of old landfill slope. A garden used by Brighton Towers residents is proximity of the old landfill.

D. Abbott

March 19, 1986

10:49-11:51 PARK ST. DUMP - Indiscriminate dumping is taking place again. Chuck Chernoff, Jim Craft and I hiked around the site. We observed protruding refuse, ponding water, leachate emanating from south perimeter along Lay Creek, and from ditch along Route 81. Copy in File.

12:48-1:15 SALINA - Chuck, Jim and I walked the site perimeters. Area fairly well covered, little protruding observed. Leachate not readily observed. Possible contamination from surface water ditch that runs through the site. Possible contamination of Thruway ditch and Lay Creek along landfill perimeter. Inspection stopped short due to lightning, rain and hail storm that moved in. Copy in File.

1:31-2:58 BRIGHTON - Chuck, Jim and I walked the entire perimeter of this site plus up over the top. We observed approx. six small leachate seeps and a couple of surface water impoundments. Landfill gases could occasionally be smelled. Channel 3 News asked me a couple of brief questions concerning sampling. I told them if we found enough surface leachate seeps we would be collecting some water samples. Copy in File.

H. Van Valkenbourg

11:25 OLSI - Gate open. Men taking down larger, white storage garage inside landfill.

11:57 OLSI - Gate wide open. Workers still on site. Spoke with 2 of the 3 workers. They said they were leaving now for the day because it was too windy to finish the job. They have finished taking down the white garage and only need to load the pieces on a truck for removal. They said they would be back Thursday or Friday depending on the weather. They said they do not work for Mr. Tripoli but were hired by him to do the job. They said Mr. Tripoli unlocked the gate for them. I told the two men I would leave also because I couldn't take the responsibility for locking the gate.

No inspection made. Snow off landfill. Temp. in 60s. Workers left their equipment on site.

ACROSS FROM R. W. CLARK CONTRACTING CORP., 5054 SMORAL RD. - 3 piles of lumber, brick, concrete, metal bands, plastic, insulation, paper, soil, plastic piping and metal piping.

Mr. Clark once told me this was his property. Mr. Tripoli told me this was his property.

I already left a message with Ron Ryan, Town of Onon. Codes Enforcement Officer, about this.

D. Abbott

March 20, 1986

12:48 SALINA - Collected PCB samples with Mark, Chuck Chernoff and Dick Corcuera of the DEC. See Mark's report. Copy in File.

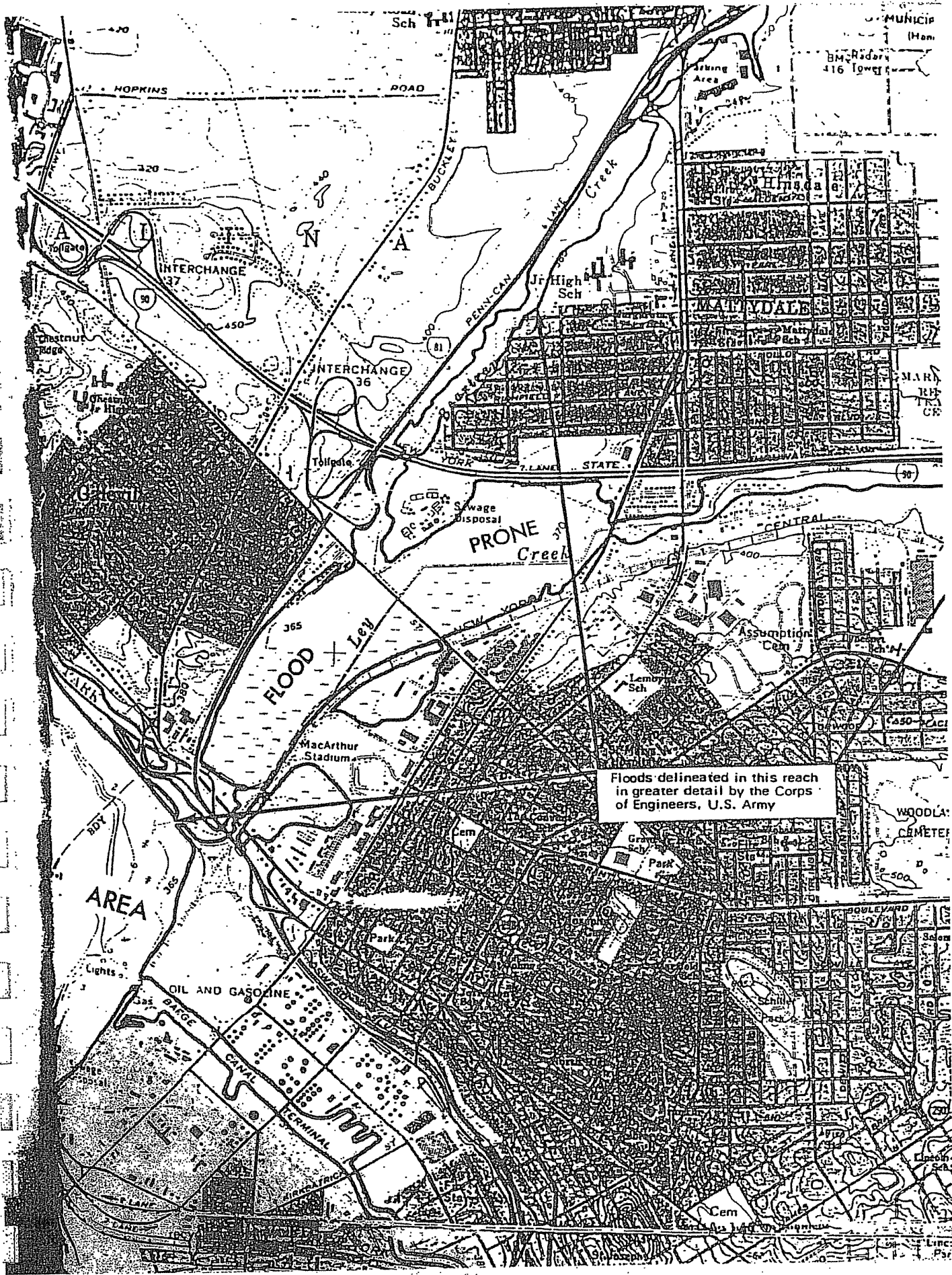
2:25-3:33 BRIGHTON LANDFILL - To collect leachate samples for PCBs with Mark, Chuck Chernoff, and Dick Corcuera. See Mark's report. Copy in File.

A-145

REFERENCE 26

A-146

02:3400-05/25/81-01



Floods delineated in this reach in greater detail by the Corps of Engineers, U.S. Army

REFERENCE 27

A-148

02:3408-05/26/91-01



HANCOCK INTERNATIONAL AIRPORT

84 Major 416 Tamas

130 000 FEET

U.S. MARINE CORPS RESERVE TRAINING CENTER

SYE 6 I

SYE-6 J

LF

477000m. N.

WOODLAWN CEMETERY

1120 000

SYRACUSE EAST

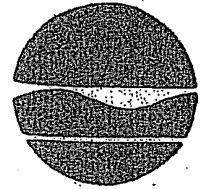
REFERENCE 28

A-150

02:3408-05/25/91-D1

New York State Department of Environmental Conservation

Wildlife Resources Center
Information Services
700 Troy-Schenectady Road
Latham, New York 12110



Thomas C. Jorling
Commissioner

May 2, 1991

Sandra Lane
Ecology and Environment, Inc.
368 Pleasantview Drive
Lancaster, New York 14086

Dear Ms. Lane:

We have reviewed the Significant Habitat Unit and the NY Natural Heritage Program files with respect to your request for biological information concerning the Preliminary Site Assessments for two hazardous waste sites in the Syracuse vicinity, Onondaga County.

We have identified a rare plant, the Cornel-leaved Aster (*Asterfirmus*), which historically (1949) occurred in the vicinity of the "Salina" site. This rare plant (G5Q S1) may still be present if suitable habitat still exists. We recommend a thorough search of the area by a qualified individual at the proper time of the year.

Our files are continually growing as new habitats and occurrences of rare species and communities are discovered. In most cases, site-specific or comprehensive surveys for plant and animal occurrences have not been conducted. For these reasons, we can only provide data which have been assembled from our files. We cannot provide a definitive statement on the presence or absence of species, habitats or natural communities. This information should not be substituted for on-site surveys that may be required for environmental assessment.

This response applies only to known occurrences of rare animals, plants and natural communities and/or significant wildlife habitats. You should contact our regional office, Division of Regulatory Affairs, at the address enclosed for information regarding any regulated areas or permits that may be required (e.g., regulated wetlands) under State law.

If this project is still active one year from now we recommend that you contact us again so that we may update this response.

Sincerely,

Burrell Buffington
Burrell Buffington
Significant Habitat Unit

Encs.
cc: Reg. 7, Wildlife Mgr.

A-151

recycled paper

New York Heritage Program is supported in
part by The Nature Conservancy ecology and environment

US0328

REFERENCE 29

A-152

02:3409-06/25/91-D1

JKW 1005
9/26/87

STATE ID # : _____
STATE CLASS : 22L
DOH RANKING : _____
DEC RANKING : _____
HRS SCORES : _____
SM : 11.11
SFE : 0
SDC : 62.50

BUREAU OF TOXIC SUBSTANCE ASSESSMENT
HAZARDOUS WASTE SITE INSPECTION REPORT

IDENTIFYING INFORMATION

SITE NAME: Town of Salina Landfill
ADDRESS: 601 E St. Syracuse, NY 13212
OWNER: Town of Salina
ADDRESS & PHONE NO.: 201 School Road, Liverpool, NY 13088 315-457-2779
LOCAL CONTACT: T. Sauerbrey
ADDRESS & PHONE NO.: 201 School Rd. Liverpool NY 13088 315-457-2779
REGION: 7 DOH REGION: Syracuse COUNTY: Onondaga
TOWN: Salina

ORANGLE MAP: Syracuse West Quad.
INSPECTORS & DATE: Henri H. Kamel, R.S. E. Thome & Dan Abbott DATE: 8/20/87

Site Data

SIZE (ACRES): 120 acres TERRAIN HILLY: _____ FLAT : *
URBAN : _____ URBAN _____ RURAL : _____
INDUSTRIAL : * MUNICIPAL : * OTHER : _____
ACTIVE : _____ INACTIVE : * closed in 1970-3

OWNERS AND SUSPECTED USERS: T. Salina, General Motors, Truck & Auto Division

CONTAMINANTS OF CONCERN: _____ KNOWN CONTAMINATION:
On Site Off Site
Air : _____
Groundwater : _____
Surface Water : _____
Drinking Water : _____
Surface Soil : *
Sub Surface Soil : *

Site Status

Inspection :
 Investigation :
 Negotiation :
 Litigation :
 Remediation :

NYS Corporation 12/27/86

Agencies Involved:

DOH :
 DEC :
 DOL :
 EPA ID# : NYD9805353
 County :

Comments:

former municipal sanitary landfill, approx 120 acres, bordered by Leg
 Creek in the south (over 5 acres of wetlands under the landfill border by
 Creek.) L.F. violations when operational included: on-site burning, dumping
 into water, leachate, leachate into a water course, unsat. ditch and cover,
 improper storage & construction of refuse.
 LF is well covered in the majority. Only a very few spots where garbage
 leaks thru and minimal odors. There are ^{several} hot areas w/ March grass on
 No leachate visible d.o.m.s (8/20/87)
 The area is ^{part} of an old "dump" - as across Leg Creek from the Salvo
 another further down next to Orange-White Co. (7th St. & Wolf Rd.)

Residential

single family residences : Yes
apartments/condominiums : some exist - limited occupancy is converted
large home - 4 family perhaps

Agricultural

truck farming : none
dairy farming : none
livestock : none

Commercial/Industrial

: Yes

Open Space

parks : not existent
playgrounds : not existent
ballfields : not existent

Undeveloped : some, marshes, thousands of sq ft, 81 interchanges, Power Lines - 3.2
util. + high voltage.

Sensitive Targets

schools : None within 1000 ft.
hospitals : None
churches : none existent

Specific Targets Identified During Inspection

: None

Complicating Factors : There are other ^{old} covered dumps in the area; a trash transfer station adjacent to 77 N. St. smells!

rail yards : NO
oil depots : NO
power stations : NO

Future Use : None proposed

2. Toxicity - Contaminants of Concern

Table 2-2 Waste Compounds; Quantities and Toxicity

Waste	Quantity (Tons)
640t. Paint and Bluffing Sludge	36,300 Tons
PCB contaminated hydraulic oil	37,000 Tons
pesticides	
solvents	
PCB laden floor absorbents	10,000 Tons
Bailer Fly Ash	
Waste paint thinner & reducer	22 tons

PCB - contaminated fill & cover material = dredge spoils from Ley Creek. Source: GM/Fishel/Grice. Known to have discharged PCB's to Ley Creek on

ENVIRONMENTAL SAMPLING / ANALYTICAL DATA

Sample Type	Code	Location
Air	A	
Drinking Water	B	
Ground Water	C	
Surface Water	D	
Lagoon, Pond	E	
Surface Soil	F	
Subsurface Soil	G	
Sediment	H	
Sludge	J	
Leachate	K	
Background	L	
Onsite		
Offsite		
Residue		
Drum		
Other		

Chemical	CAS No.	Sampling Code No.	Result	Sampling Code No.
Acenaphthylene	208-96-8		3500 ug/kg	
Fluorene	86-73-7	MF	4300 ug/kg	NH
Phenanthrene	85-01-8	MF	24,000 ug/kg	NH
Anthracene	120-12-7	MF	7900 ug/kg	NH
Fluoranthene	206-44-0	MF	4100 ug/kg	MF
Benzo[a]pyrene	191-24-2	MF	4400 ug/kg	NH
Benzo[b]fluoranthene	83-32-9	MF	3600 ug/kg	
Dibenz[a,h]anthracene	132-64-9	MF	2300 ug/kg	NH
Benzo[e]pyrene	129-00-0	MF	24,000 ug/kg	

Onsite Contact

Target Populations - Estimate values when possible. Use values from Table 3.1 Only if no data available.

Site Use	Number of Persons	Avg. Hours per Day
Recreational Vehicle Users	20	1.0
Parking "beer drinkers"	10	2.0

Reasons for Adjustments, if Used: _____

Estimate the number of persons ingesting plants at the site: 0 6.1

able substrata are the major limitations for nonfarm uses.

Representative profile of Lyons silt loam, in a field in the town of Lafayette, 100 feet west of Road, 1,300 feet north of Amidon Road, 3,700 feet north of U.S. Highway 20:

- 0 to 7 inches, very dark gray (10YR 3/1) silt loam; common, medium, distinct, dark-brown and dark reddish-brown root mottles; moderate, medium, granular structure; friable; many roots; 5 percent coarse fragments; neutral; clear, wavy boundary.
- 7 to 11 inches, grayish-brown (10YR 5/2) silt loam; common, medium, distinct yellowish-brown mottles and dark-brown and dark reddish-brown root mottles; moderate, medium, subangular blocky structure parting to moderate, medium, granular; friable; common fine roots; 5 percent coarse fragments; neutral; clear, wavy boundary.
- 11 to 22 inches, grayish-brown (10YR 5/2) silt loam; common, fine and medium, distinct yellowish-brown and light-gray mottles; few fine, distinct, dark-brown and dark reddish-brown root mottles; weak, coarse, subangular blocky structure; firm, slightly sticky; few fine roots; common fine and medium pores; 10 percent coarse fragments; neutral; gradual, wavy boundary.
- 22 to 34 inches, grayish-brown (10YR 5/2) gravelly loam; common, medium, distinct yellowish-brown and few, medium, faint gray mottles; weak, medium and coarse, subangular blocky structure; friable; few fine and medium pores; 15 percent coarse fragments; mildly alkaline (weakly calcareous); gradual, wavy boundary.
- 34 to 50 inches, grayish-brown (10YR 5/2) gravelly loam; weak, thick, platy structure; firm; 25 percent coarse fragments; moderately alkaline (strongly calcareous).

The solum ranges from 20 to 40 inches in thickness. Depth of carbonates ranges from 12 to 40 inches. Depth to bedrock is more than 40 inches and is generally more than 6 feet. Content of coarse fragments ranges from 5 to 30 percent between depths of 10 and 40 inches and from 20 to 60 percent at a depth of 40 inches. The upper 10 inches of soil is generally formed in local alluvium and is the only part that is generally free of coarse fragments or is less than 5 percent by volume.

The A₁ and A_p horizons range from black (N 2/0) to dark grayish-brown (10YR 3/2). In unlimed areas reaction in the A₁ horizon ranges from medium acid to neutral. The B horizon ranges from olive gray (5Y 4/2) to gray (5YR 5/2) and has higher chroma mottles ranging from few to many. Texture of the fine-earth fraction ranges from fine sandy loam to light clay loam. Reaction in the B horizon goes from slightly acid to moderately alkaline (calcareous). The C horizon ranges from dark gray (5Y 4/1) to pinkish gray (5YR 6/2) with or without higher chroma mottles. Texture of the fine-earth fraction is fine sandy loam, loam, or silt loam that is platy, firm, and moderately alkaline (calcareous). Lyons soils are closely associated with the somewhat poorly drained Kendaia, Appleton, and Darien soils. All formed in glacial material.

as silt loam (Ly).—This level or nearly level soil flats or depressions on uplands that receive runoff or seepage from adjacent higher lying soils. Areas are smaller than 20 acres and only a few are larger than 30 acres. Included with this soil in mapping are small spots of somewhat poorly drained Kendaia, Appleton, Darien, and Manheim soils on slight knolls or around the edge of the mapped area. These better drained soils occur up as much as 20 percent of some areas, but have little effect on use and management. Also included are small spots of very poorly drained Canua soils or Palms muck in depressions or along

drainageways generally near the center of larger mapped areas. These wetter soils make up as much as 15 percent of some areas, and they require extensive drainage for crops.

If undrained, this soil is suited to short-season hay crops, pasture, and trees. Only a few undrained areas are used for crops. If adequately drained, this soil is suited to most crops commonly grown in the county, especially annual short-season row crops. This soil responds readily to drainage if adequate outlets are available. Capability unit IVw-3; woodland suitability group 4w1.

Made Land, Chemical Waste

Made land, chemical waste (Ma) consists of bed areas of chemical waste material. It includes both active beds on which waste is deposited and older beds on which vegetation is becoming established.

The waste material is residue from various chemical products. It is pumped as a slurry into diked beds where it is allowed to settle. The clear water or clear solution, which contains sodium chloride and calcium chloride, is then carefully drained off, and the material is consolidated by further drying. The waste beds are gradually built up to a predetermined height by diking with an impervious core material and coating the outside of the dike with gravel and soil material on which vegetation is established. The enclosed area is then filled by pumping in controlled amounts of slurry, which is allowed to settle, drain, and dry.

The fresh waste material is about 50 percent calcium carbonate, 11 percent calcium hydroxide, 11 percent calcium chloride, 9 percent sodium chloride, 5.5 percent silica, 4.5 percent calcium oxide, 4 percent magnesium oxide, 2.5 percent calcium sulfate, and 2 percent aluminum and iron oxides (6). Reaction (pH) is generally more than 10.

The residual material in the older beds, after draining and leaching, is about 68 percent calcium carbonate, 1 percent calcium chloride, 11 percent silicon dioxide, 12 percent calcium oxide, 7 percent magnesium oxide, and 2 percent calcium sulfate (6). Reaction (pH) is 8.0 to 8.5.

This material has a siltlike texture and has little or no structural development. It is moderately well drained and somewhat poorly drained on the higher terraces and somewhat poorly drained and poorly drained on lower terraces near lake level. These physical conditions are suitable for lime-tolerant plants that can further tolerate somewhat impeded drainage and reduced aeration (6). The material is practically devoid of nitrogen, phosphorus, and potassium.

Fertilizer test-plot results indicate phosphorus is most limiting, but the best plant growth is secured by using a complete fertilizer of a 1-2-1 ratio along with such added organic matter as sewage sludge.

Vegetation begins to grow on the beds after 20 to 25 years. This length of time is needed for toxic salts to leach from the top 1 to 2 feet of the beds.

The hazard of erosion and frost heaving on the exposed beds are major factors in preventing establishment of vegetation. After adequate vegetative cover is established, however, these hazards are eliminated or greatly reduced.

Present vegetation on the older beds consists of cottonwood and natural and European black alder trees and wild carrot and sweetclover forbs. All of these have roots at a depth of more than 1 foot. Many kinds of grass and such trees as aspen and white birch have roots at a depth of less than 1 foot.

These areas may have future potential for such open-space uses as parks and golf courses. Part of the older waste-bed area adjacent to the New York State Fair Ground has been developed into a large parking area, which is mainly used at the time of the State Fair. Onsite investigation of areas is necessary to determine use and management needs. Not assigned to a capability unit or woodland suitability group.

Madrid Series

The Madrid series consists of deep, well-drained, moderately coarse textured and medium-textured soils. These soils formed in loamy glacial till fairly high in content of sand. They are on upland till plains and drumlins.

In a representative profile the surface layer is brown to dark-brown fine sandy loam 9 inches thick. Between depths of 9 and 19 inches, the upper part of the subsoil is brown and reddish-brown, friable fine sandy loam. Between depths of 19 and 42 inches, the subsoil is firm, reddish-brown, slightly heavier fine sandy loam. At a depth of 42 inches, the till substratum is reddish-brown to weak-red, firm fine sandy loam. A few gravelly and cobbly fragments are scattered throughout the profile.

Normally the water table in Madrid soils is at a depth of more than 36 inches, but in places it is at a depth of about 36 inches for short periods in spring and during wet periods. It is perched on the moderately slowly permeable or slowly permeable substratum. Roots of deep-rooted plants penetrate readily, but the main rooting zone is in the upper 30 to 40 inches. This zone has moderate to high available water capacity. Plants begin to show signs of wilting after 10 to 15 rainless days. Madrid soils are early to warm up. Their capacity to supply phosphorus is medium, and to supply potassium and nitrogen, low to medium. Most areas need lime. Crops respond very well to fertilization. Madrid soils are among the best soils in the county for many crops, including vegetables. They have few limitations for many nonfarm uses.

Representative profile of Madrid fine sandy loam, 2 to 8 percent slopes, in a grass meadow in the town of Van Burgh, south of Conners Road, 1,350 feet east of the intersection of Kingdom Road:

- Ap—0 to 9 inches, brown to dark-brown (7.5YR 4/2) fine sandy loam; weak, fine and medium, granular structure; very friable; many fine pores; many roots; 5 percent gravel; neutral; abrupt, wavy boundary.
- B1—9 to 19 inches, brown (7.5YR 5/4) fine sandy loam, grading with increasing depth to reddish brown (5YR 5/4); weak, fine and medium, granular structure; friable; many fine pores; common roots; 5 percent gravel; neutral; clear, wavy boundary.
- B&A'2—19 to 23 inches, reddish-brown (5YR 5/3) fine sandy loam; weak, fine and medium, subangular blocky structure; friable; surrounding areas of slightly darker, reddish-brown (5YR 4/3), slightly heavy fine sandy loam weak, medium and coarse, subangular blocky structure and 1/16- to 1/8-inch-thick coats of

pinkish-gray (7.5YR 7/2) fine sandy loam (faces); firm; few fine pores; few roots; gravel, few cobbles; medium acid; clear, wavy.

B2t—23 to 42 inches, reddish-brown (2.5YR 4/4) loam; weak to moderate, coarse, angular structure; firm; thin patchy clay films on many pores; nearly continuous clay lining pores; few roots; many black nodules of iron roots; 5 percent coarse fragments weathered or partly weathered gravel a slightly acid; gradual, wavy boundary.

C—42 to 74 inches, reddish-brown (2.5YR 4/4) to (2.5YR 4/2) heavy fine sandy loam; weak, structure with thin, patchy clay films on firm; common pores; thin, discontinuous in larger pores; very few roots; some bodies of sandy clay loam as much as 4 in. and 2 to 3 feet long; 5 percent coarse common, weathered or partly weathered cobbles; common black nodules; neutral part, moderately alkaline (calcareous) at 70 inches.

The solum ranges from 36 to 60 inches in thickness to carbonates ranges from 36 to 84 inches. Depth to more than 40 inches and generally is more than 40 inches. Content of coarse fragments ranges from 5 to 25 percent the solum below a depth of 10 inches. In places 25 to 35 percent of the solum is stone free. Content of coarse fragments ranges from 5 to 35 percent in the C horizon.

The Ap horizon ranges from dark brown to grayish brown. It has hues of 7.5YR to 2.5Y, values of 2 and 3. Texture of the fine-earth ranges from fine sandy loam to loam. In undisturbed the A1 horizon ranges from 3 to 8 inches in thickness very dark brown and brown to dark grayish brown hues of 7.5YR to 2.5Y, values of 2 to 4, and chromas of 3 and 4. The A2 horizon, where present, has hues of 5Y values of 4 to 6, and chromas of 3 and 4. Texture of earth fraction ranges from fine sandy loam to light unlimed areas reaction in the A horizons ranges from strongly acid to neutral.

The A horizon distinctly interfingers into the B horizon, resulting in A&B and B&A horizons. In this interzone, washed sand grains that have values of 6 chromas of 1 and 2 coat the B-horizon material.

The Bt horizon has hues of 2.5YR, value of 4; chromas of 3 and 4. Texture of the fine-earth fraction from fine sandy loam to light loam. Reaction in the B horizon ranges from medium acid to neutral.

The C horizon ranges from weak red to dark gray in hues of 2.5YR to 2.5Y. Texture of the fine-earth fraction from fine sandy loam to loam. Reaction in the C horizon from slightly acid to calcareous in the upper part; always calcareous below a depth of 84 inches.

Madrid soils are closely associated with the moderately drained Bombay and Hilton soils and the somewhat drained Appleton soils. All formed in similar materials.

Madrid fine sandy loam, 2 to 8 percent slopes (MdB).—This gently sloping or gently undulating soil is on the lower slopes where it receives little or no runoff from adjacent higher lying soils. The slopes are in a large in shape. Areas of this soil range from 1 to 2 acres. This soil has the profile described as representative of the series.

Included with this soil in mapping are small areas of Hilton soils and Bombay soils in shallow depressions or drainageways. These wetter soils may have as much as 10 percent of some areas, and they are in tillage in spring. Also included are a few small areas of Howard soils in small outwash deposits.

This soil is suited to crops, pasture, and is well suited to most crops commonly grown in the area including vegetables. Crops respond to man-

REFERENCE 33

A-176

02:3400-05/25/91-01

STATE OF NEW YORK

OFFICIAL COMPILATION

OF

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STATE OF NEW YORK DEPARTMENT OF HEALTH
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SYRACUSE, NEW YORK 13215-0190

TELEPHONE (315) 469-6955

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Chad Eich
Enclosed are the
pages from the County
report concerning Salina
landfill + Brighton landfill.

M: Lisa A. Letteney
Public Health Engineer II
Environmental Risk Assessment

ing prior to 1/63. Finished approximately
Taken over by Town of Manlius sometime in
1960's. Municipal and commercial wastes.

pad and Matthews Avenue - Started operating ?
being operated. Demolition, residential
such as furniture, tires, etc., are deposited
t present time.

Street - Started sometime in 1930's.
approximately 1945.

8 Avenue and Driscoll - Started sometime in
Closed approximately 1945.

ha Boulevard - Both sides from North Salina
e Boulevard West. Development: Industrial
mmercial area. Both City and public dumped

brook Drive - 900, 1000, 1100 Blocks.
pment: Residential housing area. Both City
blic dumped here.

len Avenue - from S. Salina to Midland Ave.
ment: Residential housing and church. City
umped here.

Tract - 600 block Cannon Street. Development:
Residential housing. City only dumped here.

5. East Brighton Ave. - Brighton Landfill. Development:
Super highway. Both City and public dumped here.
Started sometime around 1943. Discontinued as a
landfill on Feb. 5, 1964. This site was then used
as a brush burning and diseased elm burning site.
According to files, this site never stopped dumping
and was a smoke problem for years. Dump taken over
by O.C.S.W.D.A. 11/10/71, completed 1977. Area
covered with approximately a 10-40 ft. depth of
dirt. Brighton Towers built adjacent to site.
6. Salina St. South - W. Seneca Turnpike to Clary Jr.
High School. Development: Jr. High School,
swimming pool, residential. City only dumped here.
7. Dorwin Avenue - Salina to Valley Drive. Development:
farm for growing crops. City only dumped here.
Completed sometime around 2/64.

TOWN OF GEDDES

1. West Onondaga Boulevard - Discontinued prior to 1964. Cooks Shopping Center built on site. Municipal, demolition, and commercial wastes.
2. Lakeland Dump behind Val's Motors. Municipal and commercial wastes.

TOWN OF LAFAYETTE

Griff Road - Operating 1960. Present site. Municipal, commercial, and agricultural wastes.

TOWN OF LYSANDER

County Line Road has been operating prior to 7/63. Present site. Municipal, commercial, industrial, and agricultural wastes.

TOWN OF MANLIUS

Bowman Road - Started sometime in 1954, present facility. Commercial, municipal, and light industrial wastes.

TOWN OF MARCELLUS

Lee Mulroy Road Site - Village started operating in 1949. Town took over on January 15, 1965. Closed 8/16/76. Municipal, commercial, agricultural, and light industrial wastes.

TOWN OF ONONDAGA

Hogsback and Bailer Road - Operated prior to 1963. Closed around June 1, 1964. Municipal, agricultural, and junk car wastes.

TOWN OF OTISCO

1. Wrights Road Dump - Started prior to 7/63. Closed 6/70. Municipal and agricultural wastes.
2. Cauty Hill Road Dump - Started 5/70. Present site. Municipal and agricultural wastes.

TOWN OF POMPEY

No. 4 Road Site - Operating prior to 1952. Present site. Municipal, commercial, and agricultural wastes.

TOWN OF SALINA

Route 11 - Started prior to 1956. Sludge from Ley Creek Treatment Plant was once incorporated as cover material. Site closed to dumping 12/31/74. Final cover, as of May 2, 1977, still needed to be added. Type of material dumped at site - besides household refuse, iron, tin, foundry wastes, plastics, fly ash, and commercial wastes.

TOWN OF SKANEATELES

1. Gully Road Site - Opened 1932. Closed 1972. Municipal, commercial, industrial, and agricultural wastes.
2. Old Seneca Turnpike Site - Opened 7/25/72. Incinerator put into operation sometime in early 1973. Present site. Municipal, commercial, industrial, and agricultural wastes.

REFERENCE 35

A-181

Newcomb's Wildflower Guide

An Ingenious New Key System for
Quick, Positive Field Identification of the
Wildflowers, Flowering Shrubs and Vines of
Northeastern and North-central North America

LAWRENCE NEWCOMB

Illustrated by Gordon Morrison

Foreword by Roland C. Clement
Vice President, National Audubon Society



Green and Company—Boston—Toronto—London

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ASTERS (Aster)

Larger Leaves Lance-shaped or Wider (2-6 Times Longer Than Wide), Obscurely Toothed or Entire, Not Both Heart-shaped and Long-Stalked (cont.)

LEAVES NOT OBVIOUSLY CLASPING THE STEM

1. FLOWERS WHITE OR FAINTLY TINGED WITH VIOLET

Flat-topped Aster (*A. umbellatus*) Flower heads $\frac{1}{2}$ - $\frac{3}{4}$ " wide, in a flattish cluster; grows in moist places; rays 7-15. Leaves lance-shaped or elliptical, 2-8" high. Moist thickets and borders of swamps.

Cornel-leaved Aster (*A. infrunus*) Flower heads about 1" wide; grows in dry woods and on slopes; rays 7-12. Leaves egg-shaped or elliptical, entire, the lower leaves smaller than the middle leaves. 1 $\frac{1}{2}$ -3' high. Mass. to Ohio south, mostly inland.

Panicled Aster (*A. simplex*) Flower heads $\frac{3}{4}$ -1" wide; rays 20-40; 2-6' high. See p. 456.

Calico or Starved Aster (*A. lateriflorus*) Flower heads $\frac{1}{4}$ - $\frac{1}{2}$ " wide, with 9-15 rays. See p. 456.

2. FLOWERS VIOLET, LILAC OR PURPLE

Showy Aster (*A. spectabilis*) Showy, bright-violet flowers; heads 1-1 $\frac{1}{2}$ " wide; grows in dry sandy soil. Basal leaves long-stalked, lance-shaped or narrowly egg-shaped, obscurely toothed or entire, 3-5" long. Bracts of flower head usually spreading. 1-2' high. E. Mass. south along the coast.

Eastern Silvery Aster (*A. concolor*) Lilac flowers; heads about $\frac{3}{4}$ " wide, in a long raceme, sometimes with a few short branches. Leaves oblong, 1 $\frac{1}{2}$ -2" long, silky-hairy on both sides. Sandy soil along the coast, s. Mass. south.

Rog Aster (*A. nemoralis*) Light violet-purple flowers; heads 1-1 $\frac{1}{2}$ " wide; bogs and shores. See p. 460.

REFERENCE 36

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EPA-600
X-87-121

PB89-132112

HEALTH AND ENVIRONMENTAL
EFFECTS PROFILE FOR PHENOL

(U.S.) Environmental Protection Agency
Cincinnati, OH

Feb 87

U.S. DEPARTMENT OF
National Technical Information Service

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tion is not likely. The solubility of phenol in water is high enough to permit significant removal of this chemical from air through wet deposition.

In summary, in a polluted atmosphere that contains NO_x at a concentration ≥ 20 ppb (Carter et al., 1981), phenol will be removed from the atmosphere with a half-life of < 1 hour through its reaction with NO_3 radicals. In the absence of a significant NO_x concentration, phenol will be removed from the atmosphere with a half-life of ~ 0.5 day through its reaction with OH radicals. Some phenol is likely to be removed through wet precipitation, although no quantitative value for this removal rate can be given.

2.2. WATER

The two sources of phenol occurring naturally in aquatic media are animal wastes and decomposition of organic wastes (U.S. EPA, 1981). The anthropogenic sources of phenol are coal tar (Thurman, 1982) and wastewater from manufacturing industries such as resins, plastics, fibers, adhesives, iron and steel, aluminum, leather and rubber (U.S. EPA, 1981). Effluents from synthetic fuel manufacturing processes are also anthropogenic sources of phenol (Parkhurst et al., 1979).

The data regarding the fate of phenol in aquatic media are relatively more abundant. The three most likely chemical processes of phenol in aquatic media are its interaction with peroxy radicals (RO_2^\bullet), hydroxyl radicals (OH^\bullet) and singlet oxygen ($^1\text{O}_2$). The rate constants for these three respective reactions are $10^7 \text{ M}^{-1} \text{ hr}^{-1}$, $3.24 \times 10^{13} \text{ M}^{-1} \text{ hr}^{-1}$, and $< 7 \times 10^9 \text{ M}^{-1} \text{ hr}^{-1}$ (Mabey et al., 1981; Neta and Schuler, 1975). If the concentrations of RO_2^\bullet , OH^\bullet and $^1\text{O}_2$ in natural aquatic media are assumed to be 10^{-9} , 10^{-17} and 10^{-12} M , respectively (Mill et al.,

REFERENCE 37

02:3409 REF3-00/00/02-01

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General Motors Corporation
Legal Staff

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313-974-7770

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313-974-1963

EXPRESS MAIL

July 17, 1992

Mr. Chad Eich
Ecology and Environment Engineering, P.C.
Buffalo Corporate Center
368 Pleasantview Drive
Lancaster, New York 14086

Dear Mr. Eich:

RE: Buffing Sludge and Fly Ash Process Generation and Composition

Pursuant to your letter of June 26, 1992, I contacted our Inland Fisher Guide plant in Syracuse, New York. Buffing sludge was generated as follows:

1. Until 1973, an activity at the plant was the fabrication of wheel discs and hubcaps. After the discs and hubcaps were formed in the press line and heat treated as required, they were buffed using cloth buffing wheels. A buffing compound was used during the process. The sludge was formed from the excess buffing compound which built up on and under the buffing units. The buffing wheels were made of cloth and as they wore down, the fibers became part of the sludge. In addition, some automatic buffing units had water wash centerspray units which scrubbed the exhaust air. Periodically, the water was drained and the remaining sludge was disposed of as buffing sludge.
2. Until 1971-72, the plant had a die casting process. As with the wheel disc line, these parts were buffed in a similar manner and sludge generated.
3. For approximately 2 years around 1959, an extruding process was used for aluminum moldings which were also buffed creating a sludge.

No records have been found which note the types or makeup of the buffing compounds. Wheel discs and hubcaps were made of stainless steel, steel and brass. Zinc was used in the die casting process.

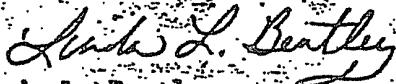
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Mr. Chad Eich
July 17, 1992
Page 2

Fly ash was generated at the Powerhouse from the combustion of coal in boilers used to produce steam. Analysis reports from the relevant time for the Salina Town Landfill and Brighton Landfill no longer exist. Attached is an analysis report from 1986 which should be considered typical.

If I can be of any further assistance, please contact me.

Very truly yours,



Linda L. Bentley
Legal Assistant

enclosure

c: D. A. Schiemann, Esq.
W. Kochen