

ATTORNEY GENERAL OF THE STATE OF NEW YORK
ENVIRONMENTAL PROTECTION BUREAU

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In the Matter of

VILLAGE OF SCARSDALE,

Respondent.

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**ASSURANCE OF DISCONTINUANCE
PURSUANT TO EXECUTIVE LAW § 63(15)**

Pursuant to the provisions of Executive Law § 63, Eliot Spitzer, Attorney General of the State of New York, caused an investigation (the Investigation) to be made into alleged illegal conduct by the Village of Scarsdale (Scarsdale or the Village) relating to the discharge of pollutants into the Bronx River from Scarsdale Storm Sewer Outfalls (as defined below). The Village has cooperated in good faith with the Attorney General in the Investigation and has agreed to resolve this matter in accordance with Sections II through VI of this Assurance of Discontinuance (Assurance), without litigation and without admission of any liability or fact with respect to the Attorney General's findings set forth in Section I below.

I. INVESTIGATION AND FINDINGS

Based on the Investigation, the Attorney General has made the following findings:

1. The Bronx River is a unique and valuable resource to the people of the State of New York, and especially to residents of Westchester and Bronx counties; however, the River's water quality and ecology have been harmed as a result of decades of development within the watershed, physical alterations to the River's natural flow, and pollutant discharges.
2. Many local, state, and federal agencies, including the Office of the Attorney General

(OAG), and community-based organizations have recently joined in efforts to restore the Bronx River's environmental health, and large numbers of people now use the River for boating, swimming, river restoration, and educational and research activities.

3. Pursuant to its Bronx River Watershed Initiative, OAG on behalf of the State of New York (the State), has been investigating illegal discharges of raw sewage and other pollutants into the Bronx River, and has obtained Assurances of Discontinuance under Executive Law § 63(15) requiring the Bronx Zoo, the New York Botanical Gardens, and Yonkers Racing Corporation to abate their pollutant discharges into the River, and a judgment in State of New York v. City of Yonkers, Supreme Court of the State of New York, County of Westchester, Index No. 02-21081 (Justice Nicolai), requiring the City of Yonkers to eliminate raw sewage discharges from its storm sewers into the River.

4. As part of its Bronx River Watershed Initiative, OAG conducted a survey and sampling program along the River in Westchester County outside of the City of Yonkers between December 2004 and June 2005. The purpose of this program was to investigate ongoing pollution discharges to the River during dry weather conditions.

5. On August 1, 2005, OAG wrote to several Westchester municipalities, including the Village, informing them that OAG's survey and sampling work had disclosed discharges of raw sewage into the Bronx River from municipal storm sewer pipes during dry weather, and requesting assistance from the municipalities in investigating and eliminating the sources of these discharges. The Village has neither sought nor received a State Pollutant Discharge Elimination System (SPDES) permit from the New York State Department of Environmental Conservation (DEC) for these discharges. DEC has formally joined in the Investigation by

referring this matter to OAG for enforcement, and has provided environmental technical and legal assistance to OAG to help resolve Scarsdale's violations of state and federal water pollution control laws. Sewage, as defined by ECL §17-0105(4), "means the water-carried human or animal wastes from residences, buildings, industrial establishments or other places, together with such ground water infiltration and surface water as may be present," and the mixture of such sewage with other wastes.

6. Scarsdale has provided assistance in the OAG's investigation but has not yet eliminated its dry weather discharges of untreated sewage into the Bronx River.

7. By discharging pollutants, including raw sewage and fecal coliform bacteria, into the Bronx River from point sources without a National Pollutant Discharge Elimination System permit from the United States Environmental Protection Agency (EPA) or SPDES permit from DEC authorizing such discharges, Scarsdale has violated Section 402(a) of the federal Clean Water Act, 33 U.S.C. § 1342(a), and New York Environmental Conservation Law (ECL) §§ 17-0505, 17-0701(1), 17-0803.

8. By discharging into the Bronx River raw sewage, without treating the sewage to remove its harmful constituents, the Village has violated ECL §17-0509(2), which sets "effective secondary treatment [as the] minimum degree of treatment required for the discharge of sanitary sewage into the surface waters of the state"

9. By discharging into the Bronx River raw sewage and fecal coliform bacteria, the Village has violated ECL § 17-0501 by causing and contributing to the contravention of water quality standards for the Bronx River set forth in 6 New York Codes, Rules, and Regulations (NYCRR) §§ 701.1, 701.7, 701.8, 703.2, and 703.4(b). Specifically, these discharges, together

with pollutant discharges by others, have rendered the Bronx River not suitable for “primary and secondary contact recreation [e.g., swimming and boating, respectively]” and not suitable for “fish propagation and survival,” the River’s best usages. 6 NYCRR §§ 701.1, 701.7, 701.8, 703.2. The concentration of Scarsdale’s discharges of fecal coliform bacteria into the Bronx River has exceeded 200 fecal coliforms per 100 milliliters of discharge, the numerical water quality standard established by DEC, based on studies by EPA, to protect the health of people having contact with the water. Accordingly, such discharges have caused and contributed to violations of that numerical water quality standard for fecal coliform in the Bronx River. 6 NYCRR § 703.4(b).

10. In State of New York v. City of Yonkers, Index No. 02-21081 (Sup. Ct. Westchester Cty. October 26, 2004 Decision, p. 19) (Nicolai, J.), the Court held that discharges of raw sewage by the City of Yonkers from its storm sewer outfalls are illegal, constitute a public nuisance, and have rendered the Bronx River “unsafe for recreational purposes, dangerous to human health and detrimental to the propagation and maintenance of the fish population.” Although the Village’s raw sewage discharges into the Bronx River are very small in comparison to those of the City of Yonkers, Scarsdale’s discharges have contributed to this public nuisance.

11. OAG and Scarsdale wish to eliminate Scarsdale’s discharges of raw sewage into the Bronx River and to resolve the State’s claims for injunctive relief and civil penalties arising from the Village’s past discharges.

II. REMEDIAL PROGRAM

12. Scarsdale is permanently enjoined from discharging into the Bronx River from its storm sewers and storm sewer outfalls during Dry Weather untreated sewage or any pollutants

identified in Attachment A to this Assurance in violation of State and federal laws and regulations, and shall implement the following remedial measures.

13. Definitions: The following definitions shall apply in this Assurance:

a. *Scarsdale Storm Sewer Outfalls* means all storm sewer outfalls to the Bronx River owned or operated by the Village including, without limitation, STRO-4 (latitude 40 degrees, 59 minutes, 293 seconds; longitude -73 degrees, 48 minutes, 633 seconds), STRO-5 (latitude 40 degrees, 59 minutes, 293 seconds; longitude -73 degrees, 48 minutes, 633 seconds), STRO-8 (latitude 41 degrees, 0 minutes, 518 seconds; longitude -73 degrees, 47 minutes, 818 seconds), STRO-9 (latitude 41 degrees, 0 minutes, 694 seconds; longitude -73 degrees, 47 minutes, 692 seconds), STRO-10 (latitude 41 degrees, 0 minutes, 939 seconds; longitude -73 degrees, 47 minutes, 379 seconds), STRO-11 (latitude 41 degrees, 1 minute, 16 seconds; longitude -73 degrees, 47 minutes, 352 seconds), and STRO-12 (latitude 41 degrees, 1 minute, 82 seconds; longitude -73 degrees, 47 minutes, 271 seconds).

b. *Polluting Scarsdale Storm Sewer Outfalls* means outfalls STRO-8, STRO-9, and STRO-11, shown to be discharging into the Bronx River untreated sewage in Dry Weather with fecal coliform concentrations exceeding 200/100 ml based on sampling performed by Conrad Geoscience Corp. on April 20, April 21, May 6, and November 1, 2005.

c. *Drainage Area* means the geographic area encompassing all sources of discharges from a Scarsdale Storm Sewer Outfall into the Bronx River. Each Drainage Area will be identified by the Scarsdale Storm Sewer Outfall to which such area drains.

d. *Dry Weather* means a condition in Scarsdale in which: (i) there is currently no precipitation or snow melt within the outfall's Drainage Area and, (ii) there has been no such precipitation or snow melt greater than .1 inches of rain or its snow melt equivalent during the previous 48 hours.

e. *Cross-Connection* means a condition in which sewage from a sanitary sewer pipe owned or operated by the Village can be transmitted to a storm sewer pipe owned or operated by the Village as a result of a direct or indirect connection between these pipes.

f. *Private Connection* means a condition in which sewage from a property owner other than Scarsdale can be transmitted to a storm sewer pipe owned or operated by the Village as a result of a direct connection between a sanitary sewer pipe owned or operated by such property owner and the Village's storm sewer pipe, or as a result of an indirect connection between these pipes.

g. *State Determination or Determination* means a decision by the State disapproving and revising any submittal by Scarsdale, requiring the Village to abate future discharges in accordance with paragraph 15.b below, selecting Environmental Benefit Projects other than stormwater retrofit projects in accordance with paragraph 18 below, assessing penalties for violations of this Assurance in accordance with paragraphs 21 and 22 below, or otherwise relating to the investigation and remediation work to be performed by Scarsdale under the Remedial Program set forth herein.

14. *Investigation and Remediation of Outfalls STRO-8, STRO-9, and STRO-11:*

a. Scarsdale shall investigate and eliminate all Cross-Connections, Private Connections, and other sources of sewage or other pollutants discharging into the Bronx River during Dry Weather from outfalls STRO-8, STRO-9, and STRO-11, and shall certify to the State its elimination of such sources, by no later than May 1, 2007. Any sampling activities by Scarsdale intended to support such certification must comply with the protocol set forth in Attachment A.

b. By May 1, 2007, the Village shall also prepare, and submit to the State, a Remediation Report. This report shall tabulate and discuss in narrative form all actions taken by Scarsdale to investigate and eliminate potential Cross-Connections, Private Connections, and

other sources of pollutants to the Bronx River in the Drainage Areas of outfalls STRO-8, STRO-9, and STRO-11. Among other things, the report shall include all underlying documentation of the Village's remedial work and the results of Scarsdale's inspection and sampling of the discharges from 32 connections to its catch basins requested by the State on March 21, 2006.

15. *Ensuring Future Compliance:*

a. *Four Year Survey and Sampling Program:* Within six months following the Effective Date of this Assurance, Scarsdale shall conduct a survey during Dry Weather of Scarsdale Storm Sewer Outfalls (other than STRO-10), take samples of any discharges into the Bronx River observed from such pipes, and provide the State a written report of survey and sampling results. Scarsdale shall conduct subsequent survey and sampling work and provide reports to the State every six months thereafter during the next 3 1/2 years. The Survey and Sampling Program shall comply with the protocol attached to (and incorporated by reference within) this Assurance as Attachment A. In the event that, pursuant to that protocol, the sampling results from any Scarsdale Storm Sewer Outfall show two consecutive instances where the fecal coliform concentration is not detected (using a detection limit of 20 fecal coliforms/100ml), then the Village need not take further samples from such outfall during the remainder of the Four Year Survey and Sampling Program or take further investigative or remedial action concerning the drainage area of that outfall pursuant to paragraph 15.b. below.

b. *Abatement of Future Discharges:* In the event that the Four Year Survey and Sampling Program discloses discharges of sewage into the Bronx River from Scarsdale Storm Sewer Outfalls as demonstrated by fecal coliform concentrations exceeding 200/100 ml pursuant to the protocol set forth in Attachment A, Scarsdale shall investigate and eliminate all

Cross-Connections, Private Connections, and other sources of sewage discharges from such outfalls, and shall certify to the State its elimination of such sources, pursuant to a schedule set by the State in a State Determination. A State Determination may also require the Village periodically to prepare and submit to the State remedial program progress reports. Such reports would tabulate and discuss in narrative form the status of Scarsdale's remedial efforts and plans for further remedial work, identify all actions taken by it (and to be taken by it) to investigate and eliminate potential Cross-Connections, Private Connections, and other sources of pollutants to the Bronx River, and provide underlying documentation for its remedial work. Based on results from the Four Year Survey and Sampling Program or other information obtained by the State showing the discharge of pollutants other than sewage or the pollutants listed in Attachment A from Scarsdale Storm Sewer Outfalls, the State may also issue a Determination requiring the Village to investigate and eliminate such discharges and require it to submit remedial progress reports for such work.

c. *Discharges During the Remedial Program:* If Scarsdale fully and timely complies with each of its obligations under this Assurance (including its obligations set forth in State Determinations) during the Remedial Program, the State will not seek civil penalties from the Village for Scarsdale's discharges of sewage or the pollutants listed in Schedule A occurring during that program.

III. CIVIL PENALTY AND PAYMENT FOR ENVIRONMENTAL BENEFIT PROJECTS

16. Scarsdale shall make payments in the sum of \$87,750 consisting of \$8,775 as a Civil Penalty and \$78,975 for Environmental Benefit Projects to benefit the Bronx River. The Civil Penalty shall be paid by certified or bank check made payable to the "State of New York"

and shall be delivered to the New York State Attorney General's Office, The Capitol, Albany, New York 12224, Attention: Philip M. Bein, Assistant Attorney General, Environmental Protection Bureau, within 60 days of the Effective Date of this Assurance. Payment for Environmental Benefit Projects shall be made to an interest-bearing federally insured escrow account (Escrow Account) by delivering certified or bank checks made payable to "Michael Bogin, Esq., as Escrow Agent," to Michael Bogin, Esq., Sive Paget & Reisel, 460 Park Avenue New York, New York 10022 within 60 days of the Effective Date of this Assurance.

17. The Escrow Account, including all interest earned on funds deposited therein, will fund stormwater retrofit projects within the Bronx River drainage basin to be selected by OAG in consultation with DEC which are not otherwise required by law or planned to be implemented. The purposes of the stormwater retrofit projects are to improve water quality and the River's ecology by reducing the concentrations and loadings of pollutants discharged into the River in stormwater and reducing the volumes and peak flows of stormwater discharges into the River. Scarsdale, other Bronx River municipalities, government and private entities, and members of the public will have the opportunity to propose stormwater retrofit projects and seek funding for such projects from the Escrow Account and from other escrow accounts created to fund stormwater retrofits pursuant to OAG's Bronx River Watershed Initiative including, without limitation, the Escrow Account to be created pursuant to OAG's Assurance of Discontinuance with the Yonkers Racing Corporation, effective October 6, 2006.

18. Michael Bogin, Esq., as Escrow Agent, shall maintain the Escrow Account and disburse monies from it by check within 20 days of a written request by the State that he do so and in accordance with the instructions set forth by the State in such a request. The Escrow

Agent shall not take any fee from the Escrow Account for performing his services. Funds paid into the Escrow Account and the interest income earned for that account shall be disbursed for the Environmental Benefit Projects to be selected pursuant to paragraph 17 above.

Notwithstanding the foregoing, in the event that the State decides in the future that such Environmental Benefit Projects are infeasible, ineffective, impracticable, or less beneficial than alternative projects that would benefit the Bronx River or the public's safe use and enjoyment of the River, the State may issue a State Determination (as defined in paragraph 13.g above) concerning that decision, and the Escrow Agent shall disburse funds from the Escrow Account to such other projects or to the State treasury as a civil penalty as specified in the State Determination.

19. The Escrow Agent shall have no duties or responsibilities except those set forth in this Assurance and shall incur no liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be genuine, and the Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so. The Escrow Agent shall be automatically released from all responsibility and liability under this Assurance upon the Escrow Agent's payment of all monies placed into the Escrow Fund in accordance with the provisions of this Assurance and submission of a written accounting to the parties of all deposits into and payments from the Escrow Fund. The Escrow Agent may be relieved and replaced with the written consent of both parties and the Escrow Agent may deliver the Escrow Fund in accordance with the order of any court of competent jurisdiction. The Escrow Agent may, at any time, deliver the Escrow Fund to a court of competent jurisdiction, whether or not pursuant to an

interpleader action, or apply to such court, upon notice to the parties, to obtain an order substituting an impartial party to hold the Escrow Fund and to terminate his duties as Escrow Agent.

20. The agreement of Michael Bogin to act as Escrow Agent is an accommodation to the parties and shall not preclude either Mr. Bogin, or Sive, Paget & Riesel from representing Scarsdale in any negotiations, proceeding or litigation concerning or arising from the Assurance or the factual or legal findings upon which it is based.

**IV. ENFORCEMENT, STATE DETERMINATIONS,
DISPUTE RESOLUTION, FORCE MAJEURE, COSTS**

21. To ensure Scarsdale's prompt compliance with this Assurance and subject to provisions concerning dispute resolution described below, in the event the Village fails to perform any obligation required under this Assurance, it will be liable and pay penalties to the State in the amounts set forth in paragraph 22 below for each day that elapses from 10 days after such failure to perform the obligation until the Village's failure is cured. A failure to perform an obligation required under this Assurance is defined to include a failure to make a timely submittal to the State (by failing to make a submittal to the State in accordance with any schedule set forth in this Assurance, in a submittal approved by the State, or in a State Determination), or a failure to take any action (or to refrain from taking any action) required by this Assurance or required by any submittal approved by the State or by a State Determination.

22. For each failure to perform an obligation, the Village shall be liable for penalties to the State as follows:

| <u>Length of Violation</u> | <u>Stipulated Penalty</u> |
|----------------------------|---------------------------|
| Day 1 through 30 | \$100/day |

| | |
|-----------------------|-------------|
| Day 31 through 60 | \$500/day |
| Day 61 and thereafter | \$1,000/day |

23. Nothing herein may be construed to affect in any way the State's obtaining additional or alternative legal or equitable remedies relating to any violations of this Assurance, and the Village may assert any defenses, rights, or remedies with respect to such additional or alternative remedies to the extent permitted by law.

24. A State Determination is final and binding upon Scarsdale subject to its right to dispute such Determination under paragraphs 25 and 26 below.

25. The Village may seek to dispute any State Determination by serving upon the State, and filing with New York State Supreme Court, Westchester County, Environmental Claims Part, in a timely fashion, a petition or complaint to void, annul or modify such State Determination on the ground that the State Determination breaches the Assurance. To be timely, a petition/complaint must be served and filed within 45 days of service of the State Determination being challenged. If Scarsdale fails to timely serve and file such petition/complaint following a State Determination, such Determination shall be final and binding upon the Village.

26. A State Determination will be deemed in breach of the Assurance only if such Determination is arbitrary, capricious, contrary to law, or inconsistent with the Assurance. The procedures and standards applicable to a proceeding under Article 78 of the CPLR shall apply to any petition/complaint by the Village seeking dispute resolution. Scarsdale shall have the burden of proof in any petition/complaint challenging a State Determination.

27. If any event arising from causes beyond the reasonable control and best efforts of

Scarsdale or its agents delays or prevents the performance of any of the Village's obligations under this Assurance despite Scarsdale's best efforts and due diligence to fulfill the obligation (hereinafter, a Force Majeure Event), then any such obligations will be suspended for the duration of the Force Majeure Event; provided, however, that the Village: (a) notifies the State of the Force Majeure Event in full compliance with paragraph 28 below, and (b) undertakes best efforts and due diligence to minimize the duration and impact of the Force Majeure Event.

28. Initial notification of the Force Majeure Event must be provided to the State orally as soon as possible (but by no later than 10 business days after the Village or any of its agents becomes aware that circumstances constituting the Force Majeure event have occurred or will occur) by contacting the Office of the Attorney General's Environmental Protection Bureau at (518) 474-7178. Written notice shall be provided no later than 20 business days after the Village or any of its agents becomes aware that circumstances constituting the Force Majeure event have occurred or will occur. Written notice shall be accompanied by all available documentation and shall contain the following: (a) a description of the circumstances constituting the Force Majeure Event; (b) the actions (including pertinent dates) that the Village has taken and plans to take to minimize the delay, and (c) the date Scarsdale expects to complete the delayed obligation. Scarsdale's failure to comply with these notification requirements will deprive it of an extension of time to the Village's obligations and foreclose a defense based upon force majeure to a State Determination assessing penalties.

29. Scarsdale shall reimburse the State within 60 days of a written demand made by the State for reasonable and customary out-of-pocket costs paid by the State to outside contractors for any future inspection, surveying, sampling, and laboratory analysis work

concerning the Remedial Program except for costs that Scarsdale disputes by timely serving and filing a petition/complaint disputing such costs pursuant to paragraphs 25 and 26 above. In the event and to the extent that the Village does not succeed in its petition, Scarsdale shall reimburse the State for disputed costs plus interest in accordance with CPLR § 5004 within 30 days of entry of final judgment concerning the petition. Interest shall be applied beginning 60 days from the State's written demand through the date of payment of costs by the Village to the State.

V. RELEASE

30. Scarsdale's payment of the Civil Penalty and payment for Environmental Benefit Projects shall release it from all State claims for civil penalties or other monetary relief arising from the Village's past discharges of sewage or other pollutants listed in Attachment A from Scarsdale Storm Sewer Outfalls into the Bronx River through the Effective Date. This release shall not apply to past discharges of pollutants by the Village from Scarsdale Storm Sewer Outfalls into the Bronx River known by Scarsdale but not disclosed to OAG, and shall not apply to claims under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, ECL Article 27, title 13, or New York common law for cost recovery and natural resource damages relating to the Bronx River.

VI. MISCELLANEOUS

31. The Effective Date of this Assurance is November 15, 2006.

32. Scarsdale shall allow the State, its employees and agents reasonable access to its sewage systems within the Drainage Areas of the Scarsdale Storm Sewer Outfalls to monitor the Village's compliance with this Assurance and to conduct further investigations relating to the Remedial Program. The Village shall provide to the State all information and documentation

relating to the Remedial Program upon request by the State. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold Scarsdale harmless from and indemnify it for any final judgment of a court of competent jurisdiction arising from the State's access to the Village's sewage systems to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment.

33. All written communications, notices, reports, or other documents from Scarsdale to the State shall be served upon Philip Bein, Assistant Attorney General, Office of the Attorney General, Environmental Protection Bureau, The Capitol, Albany, New York 12224, and upon Scott Crisafulli, Chief of the Bureau of Enforcement, Compliance, and Assurance, DEC, 625 Broadway – 14th floor, Albany, New York 12233. All written communications, notices, reports, or other documents from the State to the Village shall be served upon Michael Bogin, Sive Paget & Riesel, 460 Park Avenue, New York, New York 10022, or any other attorney designated by Scarsdale, with copies to the Scarsdale Village Manager, Village of Scarsdale, Village Hall, 1001 Post Road, Scarsdale, New York 10583. Service may be made by facsimile transmission or by e-mail, but must be followed in hard copy by mail.

34. Scarsdale shall indemnify and hold harmless the State (including its DEC, OAG, and other departments and agencies) and State representatives, employees, agents and contractors for all claims, suits, actions, damages and costs of every name and description arising from the acts or omissions of the Village taken in an effort to comply with its obligations under this Assurance. Notwithstanding anything to the contrary, this Assurance does not require the Village to indemnify or hold harmless the State from the State's negligent or intentional acts or

omissions.

35. This Assurance shall terminate upon Scarsdale's performance of all its obligations herein, including the Village's obligations set forth in State Determinations and its payment to the State of penalties and costs assessed in such Determinations.

For the Office of the Attorney General:

ELIOT SPITZER
Attorney General
State of New York
Attorney for Plaintiff
State of New York

By: Philip Bein Date: 11/21/06
Philip Bein

Assistant Attorney General
New York State Department of Law
The Capitol
Albany, NY 12224
(518) 474-7178

For Respondent Village of Scarsdale:

SIVE PAGET & RIESEL
Attorneys for Village of Scarsdale, and
Escrow Agent

By: [Signature] Date: _____
Michael Bogin

Member of the Firm
Sive Paget & Riesel
460 Park Avenue
New York, New York 10022
(212) 421-2150

Village of Scarsdale
By: [Signature] Date: 11/16/06
Alfred A. Gatta
Village Manager

ATTACHMENT A

SURVEY AND SAMPLING PROTOCOL

A. Sampling of dry-weather discharges is to take place in the absence of snow melt and no sooner than 48 hours after a rainfall. The preceding dry-weather interval shall be documented with records available for White Plains, Westchester County, at the National Weather Service website, www.nws.noaa.gov, which provides a two-day history of weather observations.

B. All necessary prearrangements for sample collection and analysis of samples shall be made with the Environmental Laboratory of the Westchester County Department of Laboratories and Research¹ prior to each day's survey and sampling. Sampling personnel shall bring with them all necessary chain-of-custody forms, laboratory-provided sample containers, coolers, and other supplies needed to conduct the sampling and analysis. Sampling personnel shall complete chain-of-custody forms and adhere to sample holding times specified by the Lab.

C. A digital photograph shall be taken of each discharge prior to sampling. A note shall be made of any sheens, color, odor or extraneous materials in the discharge. The collection time for each sample shall be recorded. The rate of discharge shall be measured and recorded after collecting each sample. All photographs, notes, records, and documentation relating to sampling shall be included in reports to be submitted to the State.

D. Samples shall be analyzed for the following parameters using the specified methods:

| <u>PARAMETER</u> | <u>METHOD</u> |
|--|----------------------|
| a) Fluoride- Non potable | EPA1979 340.2 |
| b) Oxygen, Dissolved | EPA1979 360.1/ 360.2 |
| c) Color | SM18 2120B |
| d) Conductance | SM18 2510B |
| e) Turbidity | EPA1979 180.1 |
| f) Methylene Blue Activated Substances | EPA1979 425.1 |
| g) Fecal Coliform MPN (five serial decimal dilutions: 1, 10, 100, 1,000, and 10,000) | SM18 9221C,E |

¹ Environmental Laboratory Services, 10 Dana Road, Valhalla, NY 10595,
Tel. (914) 231-1620, Fax (914) 231-1772.