NEW MEXICO ENVIRONMENT DEPARTMENT
VOLUNTARY REMEDIATION AGREEMENT

I. Introduction

This Voluntary Remediation Agreement ("Agreement") is entered into voluntarily by **Corky's Tractor Parts,** represented by **Troy Harrison**, **President**, who is duly authorized and appointed ("Participant") and the secretary of the New Mexico Environment Department ("Department"), or his or her designee, pursuant to the Voluntary Remediation Act, Sections 74-4G-1 et seq. NMSA 1978, and the New Mexico Voluntary Remediation Regulations (20.6.3 NMAC). The purpose of this Agreement is to detail the obligations and functions of each party relevant to the remediation to be conducted at **Corky's Tractor Parts** ("Site"), located at 8301 E. Main Street in Farmington, under the Voluntary Remediation Program **(VRP Site No. 53221001)**. This Voluntary Remediation Agreement is issued pursuant to Section 20.6.3.300 NMAC and the Delegation Order dated May 24, 2021, through which the Cabinet Secretary has delegated signatory authority to the Chief of the Ground Water Quality Bureau.

The activities conducted by the Participant under this Agreement are subject to approval by the Department. The activities conducted by the Participant shall be consistent with this Agreement, all applicable laws and regulations, and any pertinent guidance documents. The Participant shall employ sound scientific, engineering, and construction practices in the voluntary remediation activities at this Site.

II. Statement of Eligibility

The secretary or his designee has determined that the application, consisting of materials submitted by the Participant to the Department on January 4, 2022 and April 15, 2022, is complete, and that the Participant is eligible to enter into this Agreement in accordance with Section 74-4G-5 NMSA 1978 and 20.6.3.200.A NMAC.

III. Parties Bound

This Agreement shall apply to and be binding upon the Participant, its officers, managing agents, directors, principals, partners, employees, receivers, trustees, agents, parents, subsidiaries and affiliates, and upon the Department, its employees, and agents. The Participant has submitted with the application a signed Declaration of Ability and Intent as set forth in 20.6.3.200.B(2) NMAC. No change in ownership, corporate, or partnership status shall in any way alter the Participant's status or responsibilities under this Agreement unless the Participant or Department terminates this Agreement in accordance with 20.6.3.300.H NMAC.

The Participant shall provide a copy of this Agreement to any subsequent owners or successors before ownership rights are transferred. The Participant shall provide a copy of this Agreement to all contractors, subcontractors, laboratories, and consultants or other parties, which are retained by the Participant, to conduct any work under this Agreement, within 14 days after the effective date of this Agreement or within 14 days of the date of retaining their services.

IV. Designated Project Manager

On or before the effective date of this Agreement, the Department shall designate a project manager. The Primary Applicant specified on the Voluntary Remediation Program Application will function as the project manager for the Participant. Each project manager shall be responsible for overseeing the implementation of this Agreement. The Department project manager will be the Department-designated representative at the site. To the maximum extent possible, communications between the Participant and Department and all documents (including reports, approvals, and other correspondence) concerning the activities performed pursuant to the terms and conditions of this Agreement shall be directed through the project managers. During implementation of this Agreement, the project managers shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each party has the right to change its respective project manager by notifying the other party in writing at least five days prior to the change.

V. Definitions

"Site" means the area described in the Voluntary Remediation Application. This description is attached and incorporated herein as Exhibit 1. All other terms used are defined in Section 74-4G-3 NMSA 1978 and 20.6.3.7 NMAC.

VI. Addresses for All Correspondence

Documents, including reports, approvals, notifications, disapprovals, and other correspondence to be submitted under this Agreement, may be sent by certified mail, first class mail, hand delivery, overnight mail, or by courier service to the following addresses or to such addresses as the Participant or Department designates in writing.

Documents to be submitted to the Department should be sent to:

Mailing Address:
Rebecca Cook
Ground Water Quality Bureau
New Mexico Environment Department
P.O. Box 5469
Santa Fe, NM 87502
E-mail: Rebecca.Cook@env.nm.gov
Phone number: (505)670-2135
Fax number: (505) 827-2965

Physical Address:
Rebecca Cook
Ground Water Quality Bureau
New Mexico Environment Department
1190 St. Francis Drive
Santa Fe, NM 87505

Documents to be submitted to the Participant should be sent to:

Mailing Address:
Troy Harrison, President
Corky's Tractor Parts
401 N. Oliver Dr.
Aztec, NM 87410
corkystractor@gmail.com

Physical Address:
Troy Harrison
Corky's Tractor Parts
8301 E. Main St.
Farmington, NM 87402
(505) 320-0435

VII. Compliance with Applicable Laws

All work undertaken by the Participant pursuant to this Agreement shall be performed in compliance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to all Occupational Safety and Health Administration, Department of Transportation, Resource Conservation and Recovery Act, New Mexico Water Quality Control Commission, and New Mexico Environmental Improvement Board Petroleum Storage Tank regulations. In the event of a conflict between federal, state, or local laws, ordinances, or regulations, the Participant shall comply with the most stringent of such laws, ordinances, or regulations, unless provided otherwise in writing by the Department or other appropriate regulatory personnel with jurisdiction over such laws, ordinances, and regulations. Where it is determined that a permit is required under federal, state or local laws, ordinances, or regulations, the Participant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Participant shall be responsible for obtaining all permits that are necessary for the performance of the work hereunder, and for all ongoing or proposed Site activities, and for all ongoing or proposed facility operations.

VIII. Performance Standards and Associated Requirements

The Participant has submitted with their application to the Department a preliminary work plan describing the proposed voluntary remediation activities as they are currently envisioned as being submitted in a final voluntary remediation work plan, which includes a description of the known and suspected contaminants to be addressed by the proposed voluntary remediation activities. This preliminary work plan was prepared pursuant to 20.6.3.200.B NMAC. A copy of the preliminary work plan is attached and incorporated herein as Exhibit 2.

The contaminants covered by this Agreement are described as follows:
Total Petroleum Hydrocarbons, including Gasoline Range Organics, Diesel Range Organics, and Motor Range Organics; Volatile Organic Compounds; Semi-Volatile Organic Compounds; and RCRA Eight Metals in Soil.

Voluntary remediation activities undertaken pursuant to this Agreement shall achieve the following standards or risk-based levels:
New Mexico Environment Department Risk Assessment Guidance for Site Investigations and Remediation, November 2022.

It is understood that the parties may wish to modify the list of contaminants and the media in which the contaminants are located, as covered by this Agreement, as additional information about the Site is developed. The Department may approve such changes through approval of work plans and other submittals provided by the Participant during the course of undertaking voluntary remediation activities.

IX. Access

To the extent that the Site or other areas where work is to be performed hereunder are presently owned or controlled by parties other than those bound by this Agreement, the Participant shall obtain or shall use its best efforts to obtain access agreements from the present owners. Best efforts shall include, at a minimum, certified letters from Participant to the present owners of such

properties requesting access agreements to permit the Participant, Department, and their authorized representatives' access to such property. Such agreements shall provide access for the Department and authorized representatives of the Department, as specified below. In the event that such access agreements are not obtained, the Participant shall so notify the Department, which may then, at its discretion, assist the Participant in gaining access.

The Participant shall provide authorized representatives of the Department access to the Site and other areas where work is to be performed at all reasonable times. Such access shall be related solely to the work being performed on the Site pursuant to this Agreement and may include, but is not limited to: inspecting and copying of Site and facility records; reviewing the progress of the Participant in carrying out the terms of this Agreement; conducting such tests, inspections, and sampling as the Department may deem necessary; using a camera, sound recording, or other documentary type equipment for field activities; and verifying the data submitted to the Department by the Participant hereunder**.** Prior to conducting remediation activities, the Participant shall provide a minimum of 72 hours' notice to the Department to allow observation of Site activities and to allow the Department's authorized representatives to collect split samples, at the Department's discretion**.** The Participant shall permit the Department's authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this Agreement and over which the Participant exercises authority.

X. Deliverables and Submittal Schedule

A. Final Voluntary Remediation Work Plan

In accordance with 20.6.3.400 NMAC, the Participant shall submit to the Department a proposed final voluntary remediation work plan, detailing investigation and remediation activities to be undertaken to achieve the performance standards described in Section VIII of this Agreement. At a minimum, the final work plan must include the elements listed in 20.6.3.400.B NMAC.

Submittal Schedule:
The proposed final work plan shall be submitted by the Participant no later than 45 days after this Agreement has been signed.

If the work plan is to be prepared in phases, the work plan for the first phase shall be submitted no later than 45 days after this Agreement has been signed. Following completion, to the Department's satisfaction, of the work which is the subject of the final work plan for the first phase, the Department may require submission of one or more proposed final work plans for subsequent phases.

Department Review:
The secretary or his designee shall review and approve, approve with conditions, or disapprove a proposed final work plan within 45 days of receipt. Written notice shall be made of any conditions or deficiencies. If the secretary or his designee disapproves a final

work plan, the Participant may be granted an opportunity to submit a revised version, as determined by the secretary or his designee.

Modification of Voluntary Remediation Work Plan:
The approved final voluntary remediation work plan may be modified at the request of the Participant and/or the Department, with both parties' approval, in accordance with 20.6.3.400.D NMAC.

B. Periodic Status Reports

The Participant shall submit periodic status reports, which detail activities completed for the reporting period and those planned for the upcoming reporting period, to the Department for the duration of this Agreement. The status report shall identify any proposed variances to the approved work plan and describe interim progress on implementation of the work plan, including analytical results of any sampling, water level measurements, Site maps or photos, as appropriate.

Submittal Schedule:
The first status report shall be submitted by the Participant no later than 90 days after this Agreement has been signed. Subsequent status reports shall be submitted on a semi-annual basis until the completion report is submitted to the Department.

C. Voluntary Remediation Completion Report

In accordance with 20.6.3.500.B NMAC, following the completion of Site voluntary remediation activities, the Participant shall demonstrate to the Department that Site conditions meet the applicable standards specified in Section VIII of this Agreement by submitting to the Department a voluntary remediation completion report. The content of the completion report is detailed in 20.6.3.500.B NMAC. The report shall be submitted to the Department with the legal description of the affected property, and with an Affidavit of Completion of Voluntary Remediation signed by the Participant that indicates that remediation is complete, in accordance with this Agreement and applicable regulations and guidance.

Submittal Schedule:
The voluntary remediation completion report shall be submitted to the Department within 90 days following completion of voluntary remediation activities.

Department Review:
The Department shall review and determine the sufficiency of a completion report within 45 days of receipt. If the secretary or his designee does not approve the completion report, the secretary or his designee shall either issue a finding that the Participant is not in compliance with the Agreement and terminate the Agreement, or advise the Participant in writing of data gaps in the report. The Participant shall correct any identified data gaps and resubmit the completion report within 30 days of receipt of notice of data gaps.

XI. Certificate of Completion

If the secretary or his designee approves the voluntary remediation completion report, the secretary or his designee will issue either a Certificate of Completion or a Conditional Certificate of Completion, as appropriate, pursuant to Section 74-4G-7 NMSA 1978 and 20.6.3.500.B NMAC. If a Conditional Certificate of Completion is issued, the Department shall conduct audits to ensure that all engineering controls, remediation systems, post-closure care, and affirmations of future non-residential land use are being maintained appropriately. These audits shall be performed at least every other year for the first 10 years following the issuance of the Conditional Certificate of Completion, and every five years thereafter. If, during the course of such an audit, the Department finds that any of the monitoring requirements, engineering controls, remediation systems, post-closure care, or affirmations of future non-residential land use are not being properly maintained such that the performance standards described in Section VIII of this Agreement are no longer being met, the Department may revoke the Conditional Certificate of Completion and initiate an enforcement action.

No Certificate of Completion or Conditional Certificate of Completion shall be issued to a Participant who has not paid invoiced oversight costs in full to the Department.

XII. Covenant Not to Sue

Pursuant to Section 74-4G-8 NMSA 1978 and 20.6.3.600 NMAC, after the secretary or his designee issues the Certificate of Completion or Conditional Certificate of Completion, the secretary or his designee shall provide a covenant not to sue to a purchaser or prospective purchaser of the Site that did not contribute to the Site contamination, for any direct liability, including future liability, for claims based upon the contamination covered by the Agreement and over which the Department has authority. Except as may be provided under federal law or as may be agreed to by a federal government entity, the covenant not to sue shall not release or otherwise apply to claims by the federal government for claims based on federal law. Except as may be agreed to by another department or agency of the state, the covenant not to sue shall not release or otherwise apply to claims of any other office, department, or agency of the state. Except as may be agreed to by a third party, the covenant not to sue shall not release or otherwise affect a person's liability to third parties.

XIII. Dispute Resolution

This section shall apply to any dispute arising under any section of this Agreement, unless specifically excepted. Dispute resolution shall be conducted in accordance with 20.6.3.300.I NMAC).

XIV. Reservation of Rights

The Department and Participant reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein. The Department expressly reserves the right to take any action, including any enforcement action, to address any release not covered by this Agreement, including any release that occurs after issuance of the Certificate of Completion or any release of a contaminant not covered by the voluntary remediation agreement. The secretary's covenant not to sue shall not apply to any such release.

Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the parties may have against any person, firm, partnership or corporation not a party to this Agreement for any liability it may have arising out of, or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous waste, contaminants or pollutants at, to, or from the Site. The parties to this Agreement expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not parties to this Agreement, and as to each other for matters not covered hereby.

The Participant reserves the right to seek contribution, indemnity, or any other available remedy against any person other than the Department found to be responsible or liable for contribution, indemnity or otherwise for any amounts which have been or will be expended by the Participant in connection with the Site.

XV. Enforcement Shield

Pursuant to the provisions of 20.6.3.300.A NMAC, the secretary will not initiate any enforcement action, including an administrative or judicial action, against a Participant for the contamination or release thereof, or for the activity that results in the contamination or release thereof, if the contamination is the subject of an Agreement pursuant to 20.6.3 NMAC. However, this Section shall not be a bar to any enforcement action if the Agreement is not finalized, if the Agreement is terminated or rescinded, or if the Participant does not successfully initiate or implement the Agreement within a reasonable time under the schedules set forth in this Agreement and approved work plans.

XVI. Oversight Costs

The Participant agrees to reimburse the Department for all of its costs associated with oversight and implementation of this Agreement in accordance with 20.6.3.300.J NMAC. These costs shall include those described in 20.6.3.300.J NMAC, as well as long-term oversight performed by the Department, as described in 20.6.3.500.B(5) NMAC, if a Conditional Certificate of Completion is issued.

Oversight will be invoiced based on actual hours of staff oversight, at a variable rate beginning at $90.00 per hour. The hourly rate is calculated and updated on November 1 of each year, following a 30 calendar day public comment period. Travel and per diem costs will be invoiced at state-designated rates. Sampling and analysis costs will be invoiced at actual cost plus indirect overhead rate.

The Department will track all costs to the Department for review and oversight activities related to the Site and provide quarterly (or more often at the discretion of the Department) invoices per this Agreement for said costs. The Participant shall pay these invoiced costs to the Department within 30 calendar days after the date that the Participant receives notice that these costs are due and owed. If payment is not made within 30 days, the Department may terminate this Agreement and bring an action to collect the amount owed and the costs of bringing the collection action. If the Department prevails in such collection action, the Participant shall pay the Department's reasonable attorneys' fees and costs incurred in the collection action.

In the event that this Agreement is terminated for any reason, the Participant agrees to reimburse the Department for all costs incurred or obligated by the Department before the date of notice of termination of the Agreement.

XVII. Notice of Bankruptcy

As soon as Participant has knowledge of its intention to file bankruptcy, or no later than seven days prior to the actual filing of a voluntary bankruptcy petition, Participant shall notify the Department of its intention to file a bankruptcy petition. In the case of an involuntary bankruptcy petition, Participant shall give notice to the Department as soon as it acquires knowledge of such petition.

XVIII. Indemnification

The Participant shall defend, indemnify, and hold harmless the Department and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Participant, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Participant resulting in injury or damage to persons or property during the time when the Participant or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

XIX. Effective Date and Subsequent Modification

The Agreement shall become final and effective upon being signed by both the secretary or his designee and the Participant. The effective date of the Agreement shall be the later date of signature by either the secretary or his designee or the Participant. This Agreement may be amended only by mutual agreement of the Department and the Participant. Amendments shall be in writing and shall be effective upon being signed by both the secretary or his designee and the Participant.

XX. Termination

As provided for in 20.6.3.300.H NMAC, if an Agreement is not reached between an applicant and the secretary or his designee on or before the 30th calendar day after the secretary or his designee determines an applicant to be eligible pursuant 20.6.3.200 and 20.6.3.300 NMAC, the applicant or the secretary or his designee may withdraw from the negotiations. The Participant may terminate the voluntary remediation Agreement upon 60 calendar days' written notice via certified mail, return receipt requested to the Department. The secretary or his designee may terminate this Agreement upon finding that the Participant is not in compliance with this Agreement. Notice of termination will be made to the Participant via certified mail, return receipt requested, and facts supporting the rationale for termination shall be set forth in the notification. The Department's costs incurred or obligated before the date the notice of termination is received are recoverable by the Department under the Agreement if the Agreement is terminated.

XXI. Complete Agreement

This Agreement contains the entire Agreement of the parties.

XXII. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

The provisions of this Agreement shall be satisfied when the Department gives the Participant written notice in the form of a Certificate of Completion that the Participant has demonstrated to the secretary's satisfaction that the terms of this Agreement have been completed, including the selection and implementation of a remedial action, when appropriate.

Nothing in this Agreement shall restrict the State of New Mexico from seeking other appropriate relief to protect human health or the environment from contamination at or from this Site if not remediated in accordance with this Agreement.

Signatures

Participant(s):

By: _____ Name: _____
(Signature of authorized representative) (Print or type)

Date: _____

New Mexico Environment Department:

By: _____ Name: _____
(Secretary or designee) (Print or type)

Date: _____

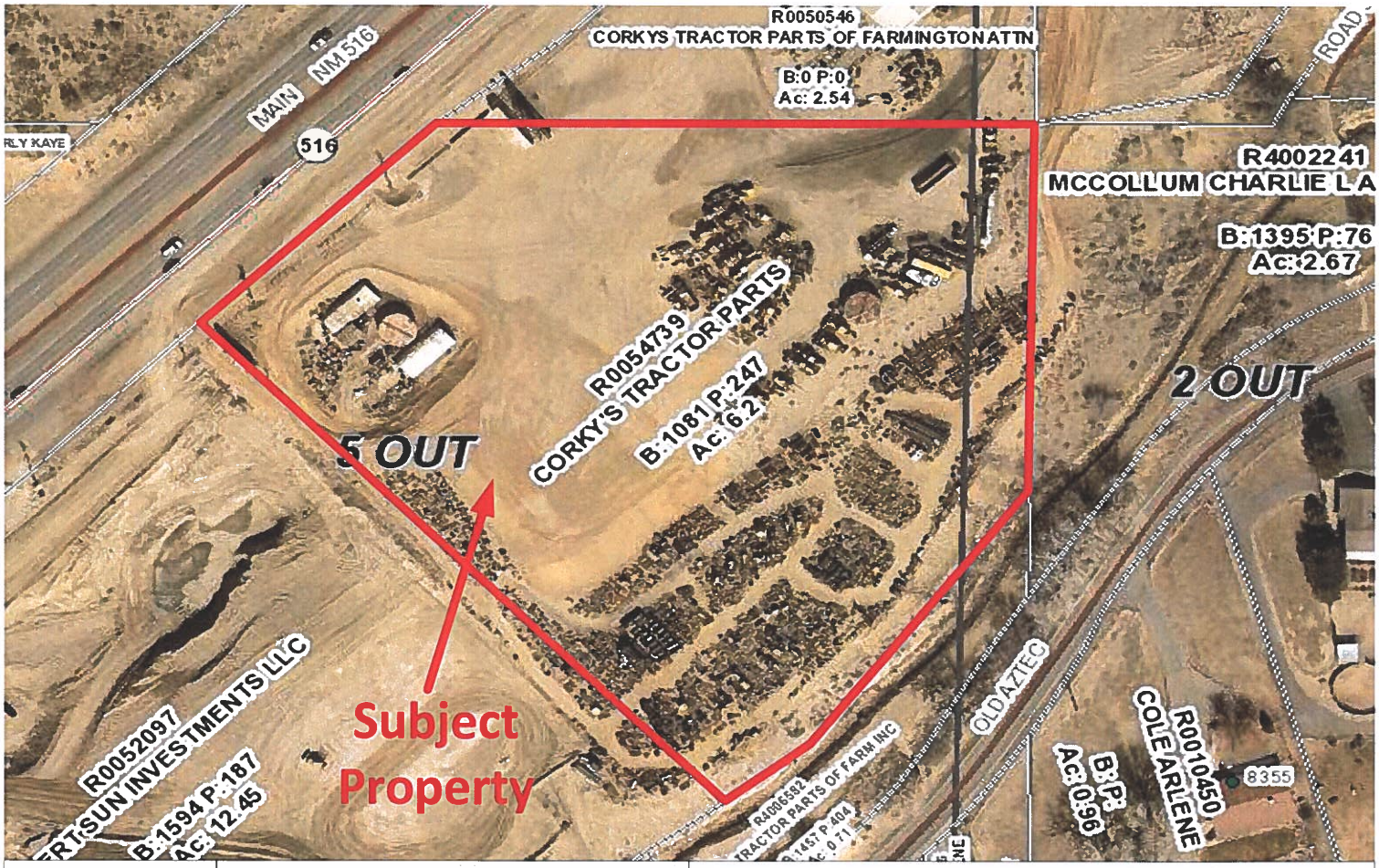
Enclosures: Exhibit 1: Legal Description of Property
Exhibit 2: Preliminary Work Plan

NEW MEXICO ENVIRONMENT DEPARTMENT
VOLUNTARY REMEDIATION AGREEMENT

EXHIBIT 1
Legal Description of Property

Corky's Tractor Parts
VRP Site No. 53211001

The site is a 6.20-acre parcel located at 8301 E. Main Street in Farmington, more particularly described as Parcel Number 2070176033110, BEG AT NE COR, SESE 213012 TH S 333.15 FT, S36`32`W 288 FT, S52`15`W 89.20 FT, N43`50`W 604.57 FT, N46`0`E 263.95 FT, E 474.75 FT TO BEG.
B.1093 P.143



Drawn By: James McDaniel **Date: 10/7/2021**	**FIGURE 1 - AERIAL MAP** Company: **Corky's Tractor** Address: **8301 E Main Street** **Farmington, New Mexico 87401** Source: **San Juan County Assessor** Date: **2021**	**LEGEND**

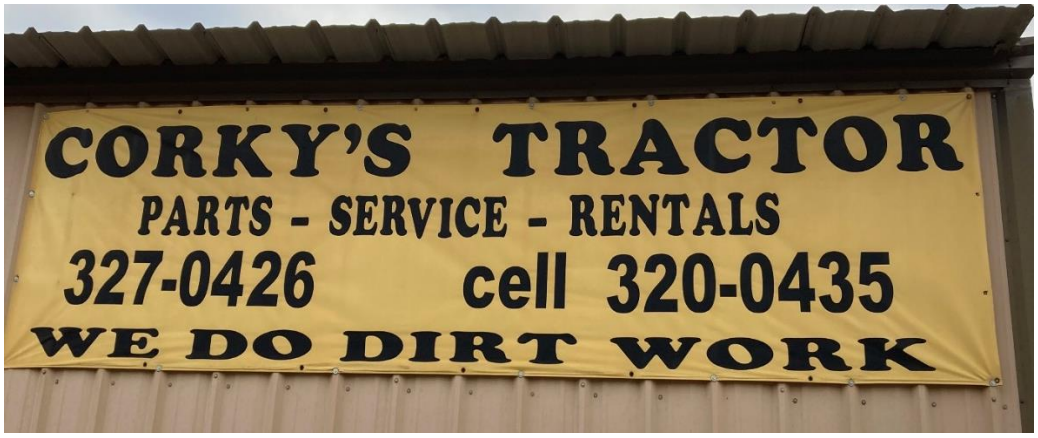
NEW MEXICO ENVIRONMENT DEPARTMENT
VOLUNTARY REMEDIATION AGREEMENT

EXHIBIT 2
Preliminary Voluntary Remediation Work Plan

Corky's Tractor Parts
VRP Site No. 53211001

Corky's Tractor Parts

Site Investigation Report and Preliminary Remediation Work Plan



8301 Main Street

Farmington, New Mexico 87401

Completed by:

James McDaniel

JAKD Solutions, LLC

April 15, 2022, as revised November 2, 2022

Completed for:

Corky's Tractor Parts

I. Introduction

In response to the October 13, 2020 letter from the New Mexico Environment Department (NMED) to Corky's Tractor Parts (Corky's) requesting an environmental investigation of Corky's property (8301 Main Street, Farmington, New Mexico), Corky's performed Phase I and Phase II environmental site assessments of its property. JAKD Solutions, LLC (JAKD) performed a Phase I Environmental Site Assessment (ESA) on Corky's property in October of 2021, and a follow-up Phase II site investigation from late November 2021 – February 2022. Based on the information presented in this report, Corky's is requesting approval of the Voluntary Remedial Action proposed in this plan.

II. Completed Investigation Activities

Investigation activities consisted of sampling soil areas identified in the Site Assessment Plan presented to the NMED in November of 2021, and as detailed below.

a. November 29, 2021 – Pothole #1

Sampling activities were conducted using a track-hoe. In Pothole #1 (PH1), the subsurface soil consisted of backfill material comprised of large river rock cobble with coarse sand from surface to five (5) feet below ground surface (bgs). This soil was light brown color with no visual evidence of impacts or hydrocarbon odors.

From five (5) feet bgs to nine (9) feet bgs, the subsurface consisted of a loamy sand with some cobble and minor clay. This material was different from the fill material encountered in the initial five feet bgs. The soil was light-medium brown, with no visual evidence of impacts or hydrocarbon odors. At nine (9) feet bgs, an undisturbed layer of asphalt and concrete was

encountered. The asphalt was approximately 4-6 inches thick, while the concrete was approximately 3-4 inches thick. The asphalt and concrete appeared to be remnants of a truck parking and filling area.

From nine (9) feet bgs to fifteen feet bgs the subsurface consisted of a coarse-fine sand with minor clay that was medium brown, with no visual evidence of impacts or hydrocarbon odors.

At 15 feet bgs, a gray sand was encountered. The sand showed visual signs of impact and had a strong hydrocarbon odor. From fifteen feet bgs to 20 feet bgs, the subsurface consisted of a loamy clay with sand that was gray/black in color. The soil had visual signs of impact, and a significant hydrocarbon odor.

Samples were collected from five (5), 10, 15 and 20 feet bgs, and were placed into a Ziploc bag. Each sample was allowed a minimum of five (5) minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a Mini-Rae 3000 photo-ionization detector with a 10.6 eV lamp (PID) for organic vapors (OV). The samples from five (5) feet and ten feet bgs returned OV results of 0.1 ppm and 0.3 ppm respectively. The sample collected from fifteen feet bgs returned OV results of 803 ppm, while the sample from twenty feet bgs returned OV results of 2,070 ppm. The sample collected from twenty feet bgs was collected into a 4-ounce glass jar, headspace free, and transferred on ice under chain of custody to Hall Analytical Laboratory for analysis for total petroleum hydrocarbons (TPH) via USEPA Method 8015, and for volatile organic compounds (VOCs) via USEPA Method 8260. All field notes and laboratory results are included in this Report as *Field Notes*, *Table 1-Analytical Results – PID and TPH*, *Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*

b. November 30, 2022 – Trench # 6 and Pothole # 3

In Trench #6, the subsurface soil was made up of fill material consisting of large river rock cobble with coarse sand and minor clay from surface to fourteen feet bgs. This soil was light brown color with no visual evidence of impacts or hydrocarbon odors. From a depth of fourteen feet bgs to 20 feet bgs, the subsurface consisted of a loamy-clay with coarse-fine sand. This material was different from the material encountered in the initial fourteen feet bgs. The soil was light-medium brown, with no visual evidence of impacts or hydrocarbon odors, except for one small area towards the southern end of Trench #6. At the southern end of Trench # 6, a short area less than two (2) feet long was encountered that was gray in color with a hydrocarbon odor.

Samples were collected from Trench #6 at five (5), 10, 15 and 20 feet bgs, with three (3) separate samples being collected from twenty feet bgs. One from the north end, one from the middle, and the 'grab' sample collected towards the southern end of Trench #6. Each sample was placed into a Ziploc bag. Each sample in the Ziploc bag was allowed a minimum of 5 minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a PID for OV. The samples from five (5) feet, 10 and 15 feet bgs returned OV results of 0.1 ppm, 0.4 ppm and 0.6 ppm respectively. The 20-foot grab sample returned OV results of 952 ppm, while the samples from twenty feet bgs from the middle and end of Trench 6 returned OV results of 0.9 ppm and 2.1 ppm respectively. The samples collected from Trench 6 at 20' bgs at the middle and 'twenty' grab' were collected into 4-ounce glass jars, headspace free, and transferred on ice under chain of custody to Hall Analytical Laboratory for analysis for TPH via USEPA Method 8015, and for VOCs via USEPA Method 8260. All field notes and laboratory results are included in this report as *Field Notes*, *Table 1-Analytical Results – PID and TPH*, *Table 2 – Analytical Results – VOCs*,

and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

Sampling activities were also performed in Pothole #3 (PH3) to determine if impacts from PH1 extend south. A track hoe was used to sample PH3 to a depth of fifteen feet bgs. This area is lower in elevation than the surrounding area and did not have any fill material. The soil in PH3 was a clay-loam with some coarse-fine sand. The soil was a medium-dark brown in color, and did not show any signs of impact, and did not have any hydrocarbon odors.

From 14-15 feet bgs, the soil in PH3 consisted of large river rock with coarse sand and some minor clay. The soil was light brown in color, and did not show any visual signs of impact, and did not have any hydrocarbon odors.

One sample was collected at a depth of fifteen feet bgs, and the sample was collected into a Ziploc bag. The Ziploc bag was allowed a minimum of 5 minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a PID for OV. The samples from fifteen feet bgs returned OV results of 0.3 ppm. The sample collected from PH3 at 15 feet bgs was collected into a 4-ounce glass jar, headspace free, and transferred on ice under chain of custody to Hall Analytical Laboratory for analysis for TPH via USEPA Method 8015, and for VOCs via USEPA Method 8260. All field notes and laboratory results are included in this report as *Field Notes*, *Table 1-Analytical Results – PID and TPH*, *Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

c. December 6, 2021 – Trench # 4

In Trench # 4, the subsurface soil consisted of fill material comprised of large river rock cobble with coarse sand and some minor clay from surface to fifteen feet below ground surface (bgs). This soil was light brown color with no visual evidence of impacts or hydrocarbon odors.

From fifteen feet bgs to twenty feet bgs, the subsurface consisted of a loamy clay with coarse-fine sand. This material was different from the fill material encountered in the initial fifteen feet bgs. The soil was light-medium brown, with no visual evidence of impacts or hydrocarbon odors.

Samples were collected from Trench 4 at five (5), 10, 15 and 20 feet bgs. Each sample was placed into a Ziploc bag. Each sample in the Ziploc bag was allowed a minimum of 5 minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a PID for OV. The samples from five (5) feet, 10 and 15 feet bgs returned OV results of 0.1 ppm, 0.0 ppm and 0.0 ppm respectively. The sample collected from twenty feet bgs returned OV results of 0.1 ppm. The sample collected from Trench 4 at 20 feet bgs was collected into a 4-ounce glass jar, headspace free, and transferred on ice under chain of custody to Hall Analytical Laboratory for analysis for TPH via USEPA Method 8015, and for VOCs via USEPA Method 8260. All field notes and laboratory results are included in this report as *Field Notes*, *Table 1-Analytical Results – PID and TPH*, *Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

d. January 10, 2022 – Trench # 1, Trench # 2, and Pothole # 2

In Trench 1, the subsurface soil consisted of fill material comprised of large river rock cobble with coarse sand and some minor clay from surface to twelve feet bgs. This soil was light brown color with no visual evidence of impacts or hydrocarbon odors.

From twelve feet bgs to twenty feet bgs, the subsurface consisted of a loamy clay with coarse-fine sand. This material was different from the fill material encountered in the initial twelve feet bgs. The soil was medium-dark brown, with no visual evidence of impacts or hydrocarbon odors, except on the western end of the trench, which showed visual signs of impact and a significant hydrocarbon odor from 19-20 feet bgs.

Samples were collected from Trench 1 at five (5), 10, 15 and 20 feet bgs. Each sample was placed into a Ziploc bag. Each sample in the Ziploc bag was allowed a minimum of 5 minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a PID for OV. The samples from five (5) feet, 10 and 15 feet bgs returned OV results of 1.1 ppm, 0.0 ppm and 0.0 ppm respectively. The sample collected from twenty feet bgs returned OV results of 63 ppm. The sample collected from Trench 1 at 20 feet bgs was collected into a 4-ounce glass jar, headspace free, and transferred on ice under chain of custody to Hall Analytical Laboratory for analysis for TPH via USEPA Method 8015, and for VOCs via USEPA Method 8260. All field notes and laboratory results are included in this report as *Field Notes, Table 1-Analytical Results – PID and TPH, Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

In Trench #2, the subsurface soil consisted of fill material consisting of large river rock cobble with coarse sand and some minor clay from surface to fifteen feet bgs. This soil was light brown color with no visual evidence of impacts or hydrocarbon odors.

From fifteen feet bgs to eighteen feet bgs, the subsurface consisted of a loamy clay with coarse-fine sand. This material was different from the fill material encountered in the initial fifteen feet bgs. The soil was light-medium brown, with no visual evidence of impacts or hydrocarbon odors.

From eighteen feet bgs to 20 feet bgs, the subsurface consisted of a loamy clay with coarse-fine sand. The soil was gray-black in color, with visual evidence of impacts and significant hydrocarbon odors. Visual impacts in Trench #2 dissipated toward the western end of the trench and were no longer visible at the far west end of the trench.

Samples were collected from Trench #2 at five (5), 10, 15 and 20 feet bgs. Each sample was placed into a Ziploc bag. Each sample in the Ziploc bag was allowed a minimum of 5 minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a PID for OV. The samples from five (5) feet, 10 and 15 feet bgs returned OV results of 0.0 ppm, 0.0 ppm and 0.0 ppm respectively.

Two (2) samples were collected from Trench #2 at 20 feet bgs. One grab (grab 1) was collected from the eastern end of the trench, and the other (grab 2) was collected towards the middle of the trench. The 20-foot grab one sample returned OV results of 113 ppm, while the 20-foot grab 2 sample returned OV results of 228 ppm. Both 20-foot grab samples collected from Trench 2 were collected into a 4-ounce glass jar, headspace free, and transferred on ice under chain

of custody to Hall Analytical Laboratory for analysis for TPH via USEPA Method 8015, and for VOCs via USEPA Method 8260. All field notes and laboratory results are included in this report as *Field Notes*, *Table 1-Analytical Results – PID and TPH*, *Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

In PH2, the subsurface soil consisted of fill material consisting of large river rock cobble with coarse sand and minor clay from surface to twelve feet bgs. This soil was light brown color with no visual evidence of impacts or hydrocarbon odors.

From twelve feet bgs to twenty feet bgs, the subsurface consisted of a loamy clay with coarse-fine sand, with more sand present from 15-20 feet bgs. This material was different from the fill material encountered in the initial twelve feet bgs. The soil was medium brown, with no visual evidence of impacts or hydrocarbon odors. Samples were collected from PH2 at five (5), 10, 15 and 20 feet bgs. Each sample was placed into a Ziploc bag. Each sample in the Ziploc bag was allowed a minimum of five (5) minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a PID for OV. The samples from five (5) feet, 10 and 15 feet bgs returned OV results of 0.6 ppm, 0.5 ppm and 0.3 ppm respectively. The sample collected from twenty feet bgs returned OV results of 0.4 ppm. The sample collected from PH2 at 20 feet bgs was collected into a 4-ounce glass jar, headspace free, and transferred on ice under chain of custody to Hall Analytical Laboratory for analysis for TPH via USEPA Method 8015, and for VOCs via USEPA Method 8260. All field notes and laboratory results are included in this report as *Field Notes*, *Table 1-Analytical Results – PID and TPH*, *Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

e. January 19, 2022 – Trench # 3

In Trench #3, the subsurface soil consisted of fill material consisting of large river rock cobble with coarse sand and minor clay from surface to 15 feet bgs. This soil was light brown color with no visual evidence of impacts or hydrocarbon odors.

From 15 feet bgs to 20 feet bgs, the subsurface consisted of a loamy clay with coarse-fine sand, with more sand present from 15-20 feet bgs. This material was different from the fill material encountered during the initial 15 feet bgs. The soil was medium brown, with no visual evidence of impacts or hydrocarbon odors until 20 feet bgs, where a gray clay loam with some sand was encountered in the eastern part of the trench. This soil was visually impacted with a significant hydrocarbon odor. Visual impacts at 20 feet bgs in Trench 3 dissipated towards the middle of the trench, and no visually impacted soil was found in the western part of Trench 3.

Samples were collected from Trench 3 at five (5), 10, 15 and 20 feet bgs. Each sample was placed into a Ziploc bag. Each sample in the Ziploc bag was allowed a minimum of five (5) minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a PID for OV. The samples from five (5) feet, 10 and 15 feet bgs returned OV results of 0.2 ppm, 0.4 ppm and 0.3 ppm respectively. The sample collected from 20 feet bgs returned OV results of 55.8 ppm. The sample collected from Trench 3 at 20 feet bgs was collected into a 4-ounce glass jar, headspace free, and transferred on ice under chain of custody to Hall Analytical Laboratory for analysis for TPH via USEPA Method 8015, and for VOCs via USEPA Method 8260. All field notes and laboratory results are included in this report as *Field Notes*, *Table 1-Analytical Results – PID and TPH*, *Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

f. January 28, 2022 – Trench # 5

The west end of Trench #5 was sampled first. In the west side of Trench #5, the subsurface soil consisted of soil comprised of large river rock cobble with coarse sand from surface to 19 feet bgs. This area had not had any backfill material placed by Corky's. This soil was light brown color with no visual evidence of impacts or hydrocarbon odors.

From 19 feet bgs to 20 feet bgs, the subsurface consisted of a coarse – fine sand. The soil was light-medium brown, with no visual evidence of impacts or hydrocarbon odors.

Samples were collected from the west end of Trench 5 at five (5), 10, 15 and 20 feet bgs. Each sample was placed into a Ziploc bag. Each sample in the Ziploc bag was allowed a minimum of five (5) minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a PID for OV. The samples from five (5) feet, 10 and 15 feet bgs returned OV results of 0.2 ppm, 0.1 ppm and 0.0 ppm respectively. The sample collected from 20 feet bgs returned OV results of 0.5 ppm. The sample collected from the west end of Trench 5 at 20 feet bgs was collected into a 4-ounce glass jar, headspace free, and transferred on ice under chain of custody to Hall Analytical Laboratory for analysis for TPH via USEPA Method 8015, and for VOCs via USEPA Method 8260. All field notes and laboratory results are included in this report as *Field Notes*, *Table 1- Analytical Results – PID and TPH*, *Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

In the east side of Trench 5, the subsurface soil was made up of soil consisting of large river rock cobble with coarse sand from surface to 20 feet. This area had not had any backfill

material placed by Corky's. This soil was light brown color with no visual evidence of impacts or hydrocarbon odors.

Samples were collected from the east end of Trench 5 at five (5), 10, 15 and 20 feet bgs. Each sample was placed into a Ziploc bag. Each sample in the Ziploc bag was allowed a minimum of five (5) minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a Mini-Rae 3000 PID for OV. The samples from five (5) feet, 10 and 15 feet bgs returned OV results of 0.3 ppm, 0.1 ppm and 0.2 ppm respectively. The sample collected from 20 feet bgs returned OV results of 0.1 ppm. All field notes and laboratory results are included in this report as *Field Notes*, *Table 1-Analytical Results – PID and TPH, Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

g. February 7, 2022 – Trench # 5 Continued

In the middle of Trench #5, the subsurface soil was made up of soil consisting of large river rock cobble with coarse sand from surface to 20 feet bgs. This area had not had any backfill material placed by Corky's. The soil was light brown color with no visual evidence of impacts or hydrocarbon odors.

Samples were collected from the middle of Trench 5 at five (5), 10, 15 and 20 feet bgs. Each sample was placed into a Ziploc bag. Each sample in the Ziploc bag was allowed a minimum of five (5) minutes to heat up in the Ziploc bag, and the headspace of the bag was measured using a PID for OV. The samples from five (5) feet, 10 and 15 feet bgs returned OV results of 0.3 ppm, 0.1 ppm and 0.2 ppm respectively. The sample collected from 20 feet bgs returned OV results of

0.1 ppm. All field notes and laboratory results are included in this report as *Field Notes*, *Table 1- Analytical Results – PID and TPH*, *Table 2 – Analytical Results – VOCs*, and *Laboratory Reports*. The sampling locations can be found on *Figure 1 – Site Investigation Map*.

III. Soil Analytical Results

JAKD Solutions compared the analytical results for each sample to the *NMED Soil Screening Guidelines* presented in the New Mexico Environment Department's Risk Assessment Guidance for Site Investigations and Remediation Volume 1 Soil Screening Guidance for Human Health Risk Assessments, dated June 19, 2019. Based on the historic use and planned future use of the property, the reference TPH screening levels from *Table 6-2*, the Diesel #2/crankcase Oil standard for Industrial/Construction Worker Exposure of 3,000 mg/kg. The site is currently zoned for industrial activity and will remain so for the foreseeable future. All VOC results were compared to *Table A-1: NMED Soil Screening Levels*, and all VOC results were below the Table A-1 standard for *Industrial/ Occupational Soil, Cancer* or *Industrial/ Occupational Soil, Noncancer* levels, whichever was more stringent for each particular constituent.

The sample collected from 15 feet bgs in PH1 returned TPH results of 9,700 mg/kg, which is above the *Table 6-2* screening level of 3,000 mg/kg. The sample collected from 20 feet bgs in PH1 returned analytical results of 1,240 mg/kg, which is below the NMED Table 6-2 TPH screening level of 3,000 mg/kg. Samples collected from Trench 3, 4, 5 and 6, as well as PH 2 and PH3, returned results below the screening levels for all constituents analyzed.

Samples collected from Trench 1 and Trench 2 at 20 feet bgs returned results above the 3,000 mg/kg screening levels for TPH in Table 6-2. The sample collected at 20 feet bgs in Trench

1 returned TPH results of 15,943 mg/kg. The two (2) samples collected from Trench 2 also returned TPH results above the 3,000 mg/kg screening levels in Table 6-2. The 20-foot grab 1 sample in Trench 2 returned TPH results of 3,236 mg/kg, and the 20-foot grab 2 sample in Trench 2 returned TPH results of 15,889 mg/kg. These results indicate that contaminants are present in the subsurface at Corky's Tractor Parts above the screening levels for TPH.

The approximate areas of impact are estimated on the attached ***Figure 2 – Potential Impacts Map***. Based on field assessments and samples collected, the area of impact around PH1 is estimated to be approximately 20 feet wide x 40 feet long, approximately five (5) feet in depth, based on the TPH levels at 20 feet bgs returning results below the screening levels. The estimated amount of impacted soil around PH1 is 150 cubic yards. The second area of impact is in the area of Trenches 1 and 2, based on the elevated TPH results found in those trench samples. The estimated area of impact is approximately 5,500 square feet, with an unknown thickness of impact. This estimation is based on the results from Trench 1 and 2, and the visual observation of impacts not being present on the east side of Trench 1, and the west side of Trench 2.

IV. Additional Investigation Activities

Corky's does not propose additional soil investigation at this time. As detailed below in the Voluntary Remediation Work Plan, Corky's proposes to excavate impacted soil exceeding the applicable *NMED Soil Screening Guidelines* and sample the excavation areas to confirm they meet the applicable screening levels following excavation.

Corky's does not presently propose a groundwater investigation for the following reasons:

(1) Except for the presence of certain storage tanks, details regarding the specific historic uses of the Corky's property alleged in the Animas Environmental Services Site Map cannot be verified.

(2) Unlike the adjoining property, there is no evidence of open pit oil disposal occurring over a period of several years on Corky's property.

(3) The available information does not indicate probable groundwater impacts. The depth of confirmed soil impacts on Corky's property, the anticipated depth of groundwater on Corky's property, and the likely presence of sandstone layer between the investigation boundary and groundwater do not suggest probable groundwater impacts. Soil data from Corky's property extends to 20 feet bgs which is approximately 40-50 feet above the anticipated depth to groundwater on Corky's property and the presence of a sandstone layer at approximately 40-50 feet bgs. This sandstone layer has a much lower hydraulic conductivity than the surrounding soil, serving as a barrier to reduce contaminant migration to groundwater. This sandstone layer is estimated at approximately 18 feet thick based on information collected from data reviewed from the Voluntary Remediation activities on the adjacent property.

(4) Corky's is proposing to remove all impacted soil over the recommended levels outlined in Table A-1 and Table 6-2 values outlined in the *NMED Soil Screening Guidelines*.

(5) The passage of over 30 years since the soil impacts occurred resulted in significant contaminant degradation, lowering the VOCs present in the subsurface.

Nevertheless, as noted in Section V below, a potential groundwater investigation will be evaluated as appropriate following completion of soil excavation and confirmation soil sampling.

V. Voluntary Remediation Work Plan

a. Soil Excavation

Based on the presence of soil with TPH concentrations above the applicable *NMED Soil Screening Guideline* of 3,000 mg/kg in two areas on Corky's Property, Corky's proposes the following Preliminary Voluntary Remediation Work Plan, in connection with its pending Voluntary Remediation Program application. This Work Plan includes the excavation of soil exceeding standards outlined in the *NMED Soil Screening Guidelines*. The remediation areas have been separated into Remediation Area 1, addressing elevated TPH levels in PH1, and Remediation Area 2, addressing elevated TPH results in Trench 1 and Trench 2.

Corky's proposes to begin remediation activities in Remediation Area 1. Remediation activities would begin by removing approximately 13-15 feet of unimpacted fill material to access the impacted soil. The excavated unimpacted fill material will be removed by Corky's and used on another part of the Property.

After removal of the unimpacted fill material, Corky's will remove all soil with TPH concentrations above 3,000 mg/kg. Based on investigation analytical results, TPH is the only constituent in the soil in Remediation Area 1 above the applicable *NMED Soil Screening Guidelines* of 3,000 mg/kg. Based on assessment results in PH1, it is anticipated that impacted soil will be encountered at 15 feet bgs. Soil in Remediation Area 1 will be excavated until visual and olfactory field screenings in the excavation area indicate impacted soil has been removed. A

grab sample will then be collected from each of the four excavation walls, and from the excavation bottom, placed into a Ziploc bag headspace free, and analyzed using a PID for OV. If field OV results indicate that impacted soil has been removed to levels below the *NMED Soil Screening Guidelines,* the NMED will be notified that verification analytical closure sampling will be performed. JAKD will notify the NMED a minimum of 48 business hours prior to sample collected to allow the NMED the opportunity to witness closure sampling. Samples will be analyzed at Hall Environmental Laboratory for TPH via USEPA Method 8015, for VOCs via USEPA Method 8260, for Semi-Volatiles via USEPA Method 8270, and for Metals via USEPA Method 6010. Corky's will only excavate impacted soil within its property boundaries. Should impacted soil extend beyond the boundary of Corky's property in Remediation Area 1 toward the adjacent property, a verification grab sample will be collected from the excavation face heading onto adjoining property for the NMED's documentation of potential impacts to be addressed by the owner of the adjoining property.

Once excavation and remediation are complete in Remediation Area 1, Corky's will address Remediation Area 2. Remediation activities would begin by removing approximately 15 feet of unimpacted fill material to access the impacted soil in Remediation Area 2. The fill material will be removed by Corky's and used on another part of the Property. Excavation activities will then begin in Remediation Area 2 to remove all soil above the applicable *NMED Soil Screening Guidelines* of 3,000 mg/kg for TPH. Based on investigation sampling results, TPH is the only constituent in the soil in Remediation Area 2 above the NMED Soil Screening Guidelines.

Based on assessment results in Trenches #1 and #2, it is anticipated that impacted soil will be encountered at approximately 20 feet bgs. Soil in Remediation Area #2 will be excavated by

Corky's until visual and olfactory field screenings in the excavation area indicate impacted soil has been removed both vertically and horizontally. A grab sample will then be collected from each of the four excavation walls, and from the excavation bottom for verification by JAKD, placed into a Ziploc bag and the headspace will be analyzed using a PID for OV. If field OV results indicate that impacted soil has been removed to levels below the *NMED Soil Screening Guidelines*, the NMED will be notified that closure sampling will be performed. JAKD will notify the NMED a minimum of 48 business hours prior to sample collected to allow the NMED the opportunity to witness closure sampling, if they would like. Samples will be analyzed at Hall Environmental Laboratory for TPH via USEPA Method 8015, for VOCs via USEPA Method 8260, for Semi-Volatiles via USEPA Method 8270, and for Metals via USEPA Method 6010. The vertical extent of soil impacts in Remediation Area 2 are unknown at this time. However, based on data reviewed from remediation and investigation activities on the adjoining property, sandstone is expected to be encountered at approximately 50 feet bgs. Remediation areas can be referenced on *Figure 3, Remediation Map.*

For the reasons stated in Section IV above, JAKD does not anticipate encountering groundwater during the soil remediation activities. However, should groundwater be encountered during remediation activities, or impacted soil in Remediation Areas 1 or 2 extend vertically to a depth where impacted soil exists in the vadose zone, additional groundwater investigation activities may be warranted.

b. Soil Bio-Piling

Corky's proposes to remediate impacted soil by bio-piling the soil on location. Bio-pile remediation will aid in the oxygenation of the impacted soil, enhancing the microbial activity in

the impacted soil, speeding up the natural remediation of the impacted soil. The proposed bio-pile is approximately one hundred feet long by 40 feet wide and will be lined by a 40-mil liner. Impacted soil to be remediated will be placed in the lined bio-pile area to prevent impact to the surrounding area during remediation activities. The lined bio-pile area will be surrounded by a berm of at least six (6) inches to prevent rainwater and surface water run-off and run-on. The liner in the bio-pile area will extend over the bermed, ensuring that any stormwater or rainwater that comes into contact with the impacted soil remains within the lined berm area. Due to a large rock content in the soil, impacted soil will be screened using a four" rock screen prior to being placed in the bio-pile area. This will help reduce the volume of soil requiring remediation and prevent rocks from damaging the liner beneath the bio-pile remediation area. Rock screened from the soil will be utilized for fill and backfill on-site at Corky's.

Once filled with impacted soil from remediation area 1, the bio-pile would be mixed every-other week by Corky's using a backhoe or track hoe to turn the soil, aiding in the oxygenation of the soil. Additionally, the soil will be kept moist by adding water to the pile during soil turning activities. The moisture will enhance microbe activity in the soil, speeding up natural microbial activity, speeding up natural remediation of the soil, as well as aid in reducing windblown dust.. Additionally, Corky's may consider the addition of soil amendments like manure or peat to help hold moisture in the soil, enhancing microbial activity in the soil. During bio-pile remediation activities, JAKD will sample the bio-pile once a quarter to monitor soil remediation progress. The bio-pile will have three (3) individual grab samples collected to assess remediation progress. These samples will be analyzed at Hall Environmental Laboratory for TPH via USEPA Method 8015, for VOCs via USEPA Method 8260, for Semi-Volatiles via USEPA Method 8270, and for

Metals via USEPA Method 6010. Should samples return results above *NMED Soil Screening Guidelines*, the bio-pile will continue to be turned bi-weekly for another quarter, when additional samples will be collected for verification of remediation completion. Additional sampling events will only analyze soil for constituents that were in excess of the levels outlined in the NMED Soil Screening Guidelines during the previous sampling event. For example, is the first quarterly sampling of the bio-pile showed that all constituents in the bio-piled soil were below *NMED Soil Screening Guidelines* except for TPH, then only TPH would be sampled for in future sampling events. Once excavated soil from remediation area 1 has been remediated, and samples analysis returned analytical results demonstrating they are below *NMED Soil Screening Guidelines*, remediated soil will be utilized on-site for fill and leveling of the excavated areas of Corky's Property. Remediation activities in remediation area 2 will begin once remediation activities from remediation area 1 are completed.

c. Temporary Groundwater Well

Based on request of the NMED, Corky's agrees to install a temporary monitoring well at the Property to analyze groundwater beneath the Property. A temporary well will be installed using a hollow stem auger, with a soil sample being collected every five (5) feet. Each soil sample will be analyzed and documented for lithology, and will be placed into a Ziploc bag, and the headspace will be analyzed for OV using a PID. If OV results indicate the presence of hydrocarbons, samples will be collected to for laboratory analysis. Samples will be analyzed at Hall Environmental Laboratory for TPH via USEPA Method 8015, for VOCs via USEPA Method 8260, for Semi-Volatiles via USEPA Method 8270, and for Metals via USEPA Method 6010.

The temporary monitoring well will be drilled to a minimum of five (5) feet below the groundwater level. The proposed location of the temporary groundwater monitoring well can be referenced on the attached *Figure 4 – Temporary Monitoring Well Map*. The temporary well will be installed by installing slotted PVC (5) feet above the groundwater level and five (5) feet below the groundwater level, and then solid PVC piping to surface. Groundwater at the proposed temporary monitoring well location is anticipated to be encountered at approximately 50' below ground surface. The temporary monitoring well will be completed using sand between the outside of the PVC well casing and the auger hole from the bottom of the well to two (2) feet above the slotted PVC. The outside of the PVC well casing and the auger hole will then then be filled with bentonite on from the top of the sand to the surface of the well to seal the groundwater from potential surface impacts.

The temporary well will then be developed by purging using a disposable Teflon bailer until the well is dry, or until three (3) well volumes have been purged. The well will be allowed to re-charge overnight and will be sampled the following day by purging a minimum of three (3) well volumes and sampling the temporary monitoring well for VOCs via USEPA Method 8260, for Semi-Volatiles via USEPA Method 8270, and for Metals via USEPA Method 6010.

A report detailing the monitoring well installation activities, as well as the results of the monitoring well sampling activities, will be prepared and submitted to the NMED Voluntary Remediation Group. If groundwater monitoring results are below 20.6.2.3103 NMAC standards, the monitoring well will be plugged and abandoned by pulling the PVC well out of the ground and filling the monitoring well with bentonite to protect the groundwater from potential surface impacts. Should the groundwater return result above 20.6.2.3103 NMAC standards, the temporary

monitoring well will be re-sampled to verify the original results. The well will be sampled by purging a minimum of three (3) well volumes and sampling the temporary monitoring well for VOCs via USEPA Method 8260, for Semi-Volatiles via USEPA Method 8270, and for Metals via USEPA Method 6010. Should the groundwater sample again return results above 20.6.2.3103 NMAC standards for any of the constituents analyzed, the well will be completed with a cement pad and a casing protector to prevent tampering. An additional plan will be developed at that time to incorporate two (2) additional monitoring wells on the Property. Should the second sample return the results below 20.6.2.3103 NMAC standards for any of the constituents analyzed, the initial monitoring event will be considered an anomaly, and the well will be removed and plugged as described above.

d. Preliminary Work Plan Schedule

Corky's proposes to begin soil remediation activities within 45 days of NMED's approval of the Voluntary Remediation Work Plan. Based on available information, Corky's estimates it will take approximately 6-8 weeks to complete the soil excavation and bio-pile construction for remediation area 1 due to availability of liner material in the area. This schedule may change based on the volume of impacted soil to be remediated, weather conditions, and the availability of liner material.

e: Soil Remediation Report

Following completion of the remediation activities in both area one and area 2, and receipt of all analytical data, JAKD Solutions will prepare a Report for review with NMED's Voluntary Remediation Program team. Any additional activities, if warranted, will be considered at that time.

A Semi-Annual report will be submitted to the voluntary remediation program team during remediation activities to provide updates on remediation activities at the Property.

James McDaniel
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Attachments

Figure 1, Sampling Map

Figure 2, Potential Impacts Map

Figure 3, Remediation Map

Figure 4, Temporary Monitoring Well Map

Table 1, Analytical Results - PID and TPH

Table 2, Analytical Results – VOCs

Photo Page

Field Notes