

NEW MEXICO ENVIRONMENT DEPARTMENT VOLUNTARY REMEDIATION AGREEMENT

I. Introduction

This Voluntary Remediation Agreement (“Agreement”) is entered into voluntarily by **Elisia Limited Partnership, LLP** represented by **Ellen Clauss, General Partner**, 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 the **White Swan Laundry** (“Site”), located at **1368 Cerrillos Road** in **Santa Fe**, under the Voluntary Remediation Program (**VRP Site No. 53241003**). This Voluntary Remediation Agreement is issued pursuant to Section 20.6.3.300 NMAC and the Delegation Order dated **February 19, 2024**, 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, submitted by the Participant to the Department on **July 24, 2024**, 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. Signatory documents, such as Voluntary Remediation Agreements, shall be sent via Electronic Signature software, such as DocuSign™. Please notify NMED if you are unable to sign the VRA electronically and NMED will provide a hard copy via mail.

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

Mailing Address:

Genevieve Morgan
Ground Water Quality Bureau
New Mexico Environment Department
P.O. Box 5469
Santa Fe, NM 87502
E-mail: Genevieve.Morgan@env.nm.gov
ros.general.env.nm.gov
Phone number: (505) 531-7270
Fax number: (505) 827-2965

Physical Address:

Genevieve Morgan
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:

Ellen Clauss
Elisia Limited Partnership, LLLP
4662 Belford Circle
Broomfield, CO 80023

Physical Address:

Same as mailing address

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:

- *Volatile organic compounds (VOCs) specifically chlorinated solvents including the following: tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (DCE), trans-1,2-DCE, and vinyl chloride (VC) in ground water, soil, soil vapor, and indoor air.*

Voluntary remediation activities undertaken pursuant to this Agreement shall achieve the following standards or risk-based levels:

- *Standards for Ground Water as set forth in Section 20.6.2.3103 NMAC of the Ground and Surface Water Regulations (20.6.2 NMAC);*
- *New Mexico Environment Department Risk Assessment Guidance for Site Investigations and Remediation, Volume I, November 2022; Table A-1 (June 2022), Table A-4 Vapor Intrusion Screening Levels (June 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 30 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 30 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 quarterly 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 \$125.00 per hour. The hourly rate is calculated and updated on November 1 of each year, following a 30 calendar day public comment period. The hourly rate was revised on November 1, 2023. 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.

DRAFT

Signatures

Participant(s):

By: _____
(Signature of authorized representative)

Name: Ellen Clauss
(Print or type)

Date: _____

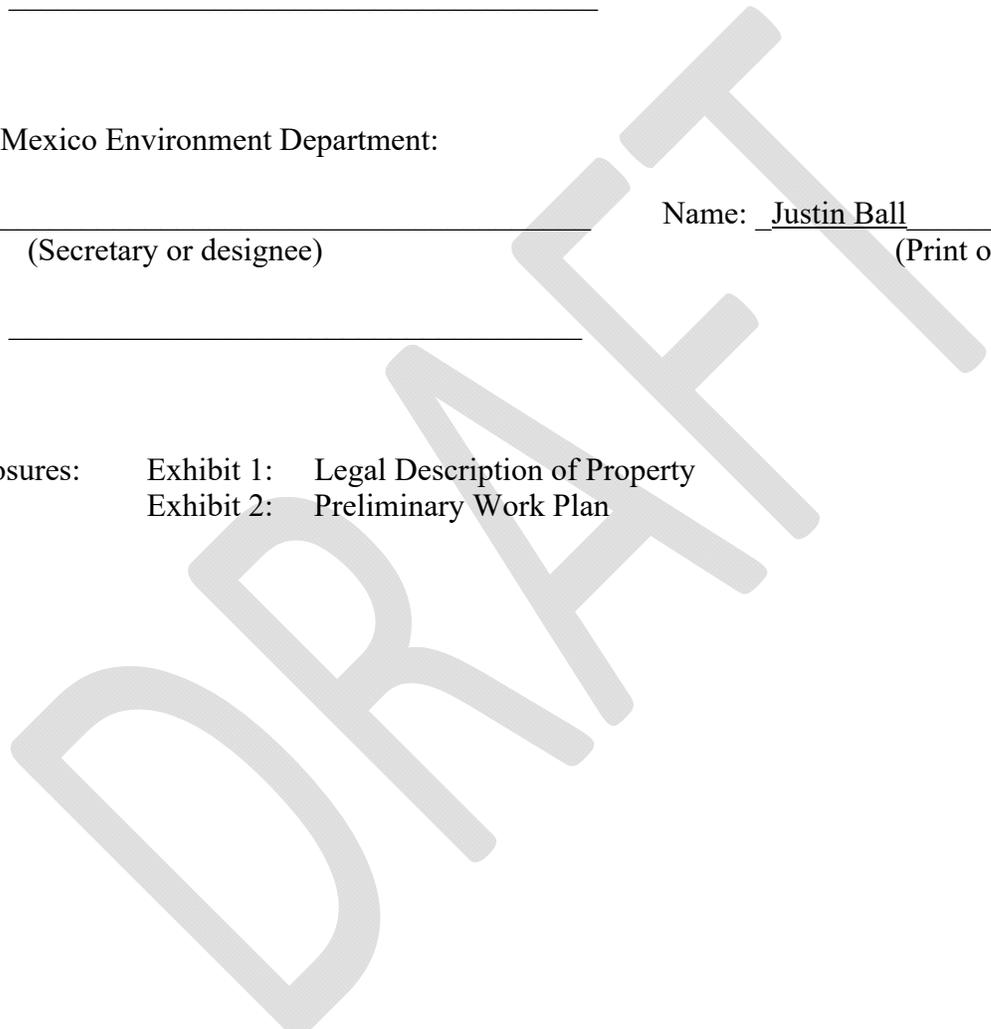
New Mexico Environment Department:

By: _____
(Secretary or designee)

Name: Justin Ball
(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

White Swan Laundry
VRP Site No. 53241003

This site is a .6 acre parcel located at 1368 Cerrillos Road, Santa Fe, New Mexico, more particularly described as NW 1/4, SW 1/4, S26, Township 17N, Range 9 E, NMPM Santa Fe County.

NEW MEXICO ENVIRONMENT DEPARTMENT
VOLUNTARY REMEDIATION AGREEMENT

EXHIBIT 2

Preliminary Voluntary Remediation Work Plan

White Swan Laundry
VRP Site No. 53241003

Preliminary Voluntary Remediation Work Plan

Preliminary Voluntary Remediation Work Plan

Former White Swan Laundry Facility

1368 Cerrillos Road, Santa Fe, New Mexico

1. Introduction

At the request of the New Mexico Environment Department (NMED) and on behalf of Elisia, LLC (Elisia), Daniel B. Stephens & Associates, Inc. (DBS&A) has prepared this preliminary voluntary remediation work plan for the former White Swan Laundry facility (the site), located at 1368 Cerrillos Road in Santa Fe, New Mexico (Figure 1). Per the letter from NMED to Elisia dated May 5, 2024, site characterization under 20.6.2.1203.A NMAC is complete and a new regulatory pathway is required for the site. In the most recent corrective action report (CAR) for the site, submitted on February 16, 2024, Elisia proposed to pursue all future characterization and remediation activity associated with the site under NMED’s Voluntary Remediation Program (VRP). The VRP remains Elisia’s preferred regulatory pathway.

This preliminary work plan is provided in partial fulfillment of the VRP application process, set forth in 20.6.3.200.B NMAC. Under 20.6.3.200.B(4) NMAC, preliminary work plan is defined as “describing the proposed voluntary remediation activities as they are currently envisioned as being submitted in a final voluntary remediation work plan, as described in Subpart IV of this part [20.6.3.400 NMAC].” If accepted by NMED, the activities proposed herein will be described in detail in a subsequent final remediation work plan, in accordance with the requirements set forth in 20.6.3.400.B through C NMAC.

2. Background

The former White Swan Laundry facility is located at 1368 Cerrillos Road in Santa Fe, New Mexico, and consists of a 10,000-square foot building with a 2,400-square-foot addition on the south side (Figure 2) and adjacent parking areas to the south. The former laundry facility is currently occupied by a retail consignment shop. The southern portion of the property includes a building constructed prior to 1991, which had previously been used a rug laundry facility and is currently used for storage. The adjacent parcel to the northeast is 1366 Cerrillos Road, which

hosts a single structure surrounded by paved parking; the structure is currently occupied by a restaurant (Iconik Coffee Roasters). The entirety of the Elisia property is covered by structures or asphalt paving.

The White Swan Laundry Company was purchased by the Pick family of Santa Fe in 1936. Descendants of the original proprietors form the board of Elisia. Historical reports indicate that the original White Swan Laundry facility was located elsewhere in Santa Fe, on Alameda Boulevard, and operations moved to the Cerrillos Road property in 1952. Dry cleaning operations were discontinued in 1974. Laundry operations were conducted by Mission Linen Supply beginning in 1989. The property was subsequently occupied by a variety of commercial enterprises through 2012. The former White Swan Laundry facility is currently used as a retail consignment shop.

2.1 Previous Investigations

On behalf of NMED, Intera, Inc. (Intera) conducted soil gas surveys at various historical dry cleaning facilities in the Santa Fe area in June 2019. The results of two samples collected at the White Swan property indicated tetrachloroethene (PCE) in soil vapor at concentrations of 6,000 and 3,500 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$). These concentrations exceed NMED's residential vapor intrusion screening level (VISL) for PCE of $1,390 \mu\text{g}/\text{cm}^3$, and one result was close to the industrial VISL for PCE of $6,550 \mu\text{g}/\text{cm}^3$. In a letter dated April 14, 2021, NMED concluded that a release of PCE had occurred at the site, and requested submittal of a corrective action plan pursuant to 20.6.2.1203 NMAC (NMED, 2021a).

DBS&A submitted a work plan on July 6, 2021 for an initial site investigation on behalf of Elisia (DBS&A, 2021a), which was approved by NMED on August 5, 2021 (NMED, 2021b). DBS&A conducted a Phase I environmental site assessment (ESA) for the property (DBS&A, 2021b). There was one recognized environmental condition (REC) identified that resulted from the PCE release, which was detected during the soil gas survey conducted by Intera. DBS&A conducted an initial site assessment (ISA) between September 2021 and February 2022. In the ISA report, DBS&A recommended that a limited site investigation be conducted to address data gaps in the characterization of the horizontal extent of the PCE plume in shallow soil gas, and to assess the vertical extent of the PCE plume near the White Swan facility (DBS&A, 2022a).

DBS&A submitted a work plan on June 16, 2022 for an additional site investigation (DBS&A, 2022b), which was approved by NMED on June 28, 2022 (NMED, 2022). The scope of work for this investigation included installation of a nested vapor well in the area of the presumed PCE

source. In the nested vapor well, designated VW-1, five vapor sampling points were installed at 20-foot intervals from the bottom of the boring to 20 feet below ground surface (feet bgs), at approximate depths of 100, 80, 60, 40, and 20 feet bgs. Field sampling included sampling each vapor sampling point and deploying passive soil gas (PSG) samples at four locations. The PCE concentrations in samples collected from each interval in VW-1 were above the NMED industrial VISL. The PCE concentrations indicated by the quantitative PSG sampling were below the applicable VISL for PCE in soil gas at the other three sampled locations—two along the southwest side of Tesuque Drive and one on the southern property line (DBS&A, 2023).

Because the vertical extent of PCE above the NMED industrial VISL in soil vapor extends to depths greater than 100 feet bgs, a groundwater assessment was recommended to complete characterization of the release in accordance with Section 20.6.2.1203 NMAC.

In fall and winter 2023, DBS&A and Elisia conducted additional site assessment under 20.6.2.1203 NMAC to close data gaps identified in the previous investigations, including installation of a groundwater monitor well on-site, indoor air sampling of the adjacent Iconik Coffee Roasters restaurant, and off-site sampling of shallow soil gas on the Santa Fe Indian School property (DBS&A, 2024). The investigation completed the site characterization under 20.6.2.1203 NMAC (NMED, 2024).

2.2 Site Conditions

The site is located at approximately 6,880 feet above mean sea level (feet msl). Regional topography slopes generally to the west in the site vicinity. The Santa Fe River is the principal surface drainage in the area and is located approximately 0.8 mile north of the site. The site and surrounding parcels are predominantly flat or gently sloping; surface runoff from the site is largely directed to the Cerrillos Road corridor.

2.2.1 Groundwater Hydrogeology

Based on regional geologic mapping, the site is underlain by unconsolidated sediments of the Pliocene/Pleistocene Ancha Formation (Koning and Read, 2010). A thin veneer of younger alluvium or anthropogenic fill may also be present. The Ancha Formation consists of mixed alluvial sediments of local origin, dominated by gravelly, silty sand with clay and gravel lenses. The Ancha Formation regionally overlies the Miocene-age Tesuque Formation, although the contact between these lithologically similar formations can be difficult to distinguish. The subsurface geology of the site is typical of Santa Fe along the Cerrillos Road corridor.

Static water levels in this part of Santa Fe have declined by more than 100 feet from historical levels due to groundwater withdrawal for municipal use (JSAI, 2022). Groundwater was encountered at approximately 244 feet bgs during monitor well installation at the site in September 2023 (DBS&A, 2024).

Groundwater monitoring of the Santa Fe city well field indicates that the regional groundwater flow direction is generally westward. However, the site vicinity overlies a former groundwater depression associated with pumping of the Santa Fe municipal well, which is located approximately 2,000 feet to the north. The municipal well has not been pumped since 2013, but water levels in the site vicinity have been slow to fully recover (JSAI, 2022; Intera, 2019). The local groundwater flow direction beneath the site is not known, and the local groundwater gradient is likely relatively flat and variable as water levels in the aquifer continue to rebound.

2.2.2 Contaminants of Concern

The site contaminants of concern (COCs) are determined based on the site history and findings of the initial environmental assessments conducted at the site. Based on these findings, COCs associated with the site include the following:

- *Chlorinated solvents:* PCE, generally associated with dry cleaning operations, has been detected in soil vapor at concentrations exceeding the NMED VISL for industrial/occupational land use. PCE degradation products trichloroethene (TCE), cis-1,2-dichloroethene (DCE), trans-1,2-DCE, and vinyl chloride are also considered potential COCs.

2.2.3 Soil Vapor and Indoor Air

Soil vapor and indoor analytical results from the site investigations are summarized in Tables 1 through 3. Shallow soil vapor results for PCE are provided on Figure 3, which presents a map of PCE concentrations in the shallow subsurface, including results from sub-slab vapor analysis and shallow passive gas sampling. The distribution of PCE in shallow soil vapor under the site is consistent with historical releases of PCE at the former laundry facility, potentially from subgrade waste liquid conveyance. PCE concentrations in shallow soil vapor and sub-slab air above the NMED industrial VISL are largely limited to the footprint of the White Swan facility structure, with the exception of a small area under the rear patio.

Nested vertical profile vapor well VW-1 was installed at the site in 2022 with soil vapor sample ports located at approximately 20, 40, 60, 80 and 100 feet bgs. During sampling in December 2022 and November 2023, PCE was detected at each of the five sampling depths at

concentrations exceeding the NMED industrial VISL. During both sampling events, the highest PCE concentrations were detected in the 60-foot bgs interval, decreasing with depth. PCE concentrations ranged from 47,000 to 290,000 $\mu\text{g}/\text{m}^3$ in 2022 and from 140,000 to 380,000 $\mu\text{g}/\text{m}^3$ during the 2023 sampling event (Table 2 and Figure 4). The presence of elevated concentrations of COCs in soil gas through a vadose zone thickness exceeding 100 feet indicates the presence of residual solvent mass remaining in the subsurface beneath the site.

PCE was not detected in indoor air at concentrations above the NMED screening level for industrial properties in the former White Swan Laundry structure or the adjacent Iconik Coffee Roasters (Table 3). Indoor air analytical results from all tested structures indicate good slab integrity, and demonstrate that vapor intrusion to indoor air is not a complete exposure pathway at the site.

2.2.4 Groundwater Quality

A single groundwater monitoring event has been conducted at the site, using the monitor well MW-1 installed in September 2023. Based on the results of the initial sampling event, groundwater at the site has not been impacted by the PCE release (DBS&A, 2024).

3. Performance Standard Objectives

Site characterization sufficient to substantially fulfill the performance standards set forth in 20.6.3.10 NMAC (New Mexico Administrative Code), subsections A(1) through A(3) have been completed at the site. Subsection A(1) pertains to determining the nature and extent of the contamination associated with site activities and delineating migration pathways and potential receptors. Sections A(2) and A(3) pertain to evaluating “the risk of harm posed by the site to human health, safety, and the environment” and assessing “the need to conduct remedial actions at the site to safeguard against such risks,” respectively.

The data collected in the proposed pilot test investigation will fulfil the requirements of subsection A(4), which addresses selection of a remedial alternative and remedial system design. In the final voluntary remediation work plan, applicable remediation standards and cleanup goals will be proposed consistent with 20.6.3.10.B NMAC (see Section 4.3).

4. Proposed Remediation Activities

4.1 Preliminary Screening of Remediation Technologies

The range of possible technologies for remediation of PCE in soil include the following:

- Monitored natural attenuation
- Excavation and hauling of contaminated soils with disposal off-site
- Passive soil venting
- Sub-slab depressurization (SSD)
- Soil vapor extraction (SVE)

Based on the site history, releases at the site may be 50 years old or greater. PCE concentrations in soil vapor remain well above the NMED VISLs for industrial properties, and there is no reason to believe that current or future site conditions will better facilitate the attenuation of PCE by natural means. Monitored natural attenuation as a stand-alone remediation approach is therefore not considered viable for this site. The existing structures and active businesses on and around the site preclude sufficient access for excavation of contaminated soil, and the depth of the impacted soil column is far too great for feasible excavation. Therefore, this remedial technology is not considered applicable to this site.

Passive soil venting is a remediation technique used to address soil vapor contamination without active mechanical systems (like fans), and it depends on natural processes to disperse soil gases into the atmosphere. The radius of influence of passive vents is insufficient to effectively treat the entire facility footprint. Applying sufficient air flow through soil beneath the entire facility footprint would require an active remediation approach. As a result, this remedial technology is not considered applicable for this site.

SSD is used to address vapor intrusion in buildings, where volatile contaminants from subsurface sources, such as contaminated soil or groundwater, may accumulate under building slabs and infiltrate to indoor spaces. This technique includes the installation of perforated pipes beneath a building's concrete slab and evacuation of the accumulated vapors using an in-line fan blower. SSD systems induce a negative pressure differential between the indoor space and the sub-slab area, ensuring that vapors flow out of, rather than into, the occupied area of the building. Such systems are common in residential and commercial settings to mitigate intrusion of radon gas, but are applicable to any vapor-phase contaminant. While SSD effectively prevents the intrusion

of impacted soil vapors into buildings, its ability to remove residual contaminant mass from the underlying soil is limited. As a result, SSD is not considered as a standalone remedial technology for this specific site, but may be useful in combination with other methods in a comprehensive remediation approach.

SVE is an unsaturated (vadose) zone soil remediation technology in which a vacuum is applied to the subsurface to induce the controlled flow of air through the soil column to remove volatile contaminants. SVE requires high air flow through well-connected pores to effectively remediate a site. The vapor being extracted from the soil may need to be treated to recover or destroy the contaminants, depending on local and state air discharge regulations. Extraction wells are typically used at depths of 5 feet or greater, and have been successfully applied in New Mexico at depths greater than 300 feet. SVE is an applicable technology for this site. Pilot testing of vapor extraction wells is proposed to support further assessment of this remedial option and support design of an SVE remediation system.

4.2 Conceptual Remediation Approach

Considering site conditions, the recommended remedial technology is SVE, strategically designed to address the distribution of PCE in soil vapor at this site. An SVE system consists of vertical, angled, and/or horizontal extraction wells, with a blower or vacuum pump used to draw soil vapors toward the wells, thus removing the contaminant mass and preventing the migration of contaminants to site structures or groundwater.

Vertical wells offer cost-effective installation, versatility in depth intervals, and on-site placement of the entire remediation system. However, due to the large building footprint and limited availability of suitable drilling locations around the building perimeter, vertical wells may have difficulty treating the entire contaminated zone under the site structure. The applicability of vertical wells depends partly upon the radius of influence (ROI) of each extraction well, a parameter that can be determined through pilot testing. Conversely, horizontal or angled wells could more directly access and treat residual contaminant mass directly beneath the facility, but entail higher installation costs and the potential necessity of off-site access for drilling and SVE equipment placement.

DBS&A has previously conducted several SVE pilot tests in the site vicinity. Although the general geology of these sites is similar, a high degree of local variability has been observed. Results from SVE pilot testing conducted at a nearby remediation site on Cerrillos Road indicated a variable ROI ranging from less than 50 feet to over 100 feet. Results from other pilot

tests in the Santa Fe area have indicated an ROI of approximately 40 feet in the shallow soil column. Assuming an SVE ROI greater than 50 feet, the preliminary site remedy calls for a combination of angled and vertical wells to address residual PCE contamination in soil beneath the site structure.

Based on current site conditions, DBS&A preliminarily proposes an SVE remediation approach employing a network of vertical and angled wells around the building perimeter to remove residual PCE mass in the soil column to a depth greater than 100 feet. The SVE system will be combined with an SSD system to provide immediate protection for indoor air and remove residual PCE mass from the sub-slab air space and shallow sub-slab soil materials that may have been in contact with the release. The size, configuration, and layout of the SVE system and extraction well network will be determined based on the results of SVE pilot testing, a detailed plan for which will be included in the final remediation work plan.

4.3 Final Voluntary Remediation Work Plan

Consistent with 20.6.3.400.B NMAC, the final voluntary remediation work plan shall provide a detailed description of voluntary remediation activities to be undertaken to achieve the specified performance standards. At a minimum, the final voluntary remediation work plan shall include the following:

- A summary of site and contaminant use, storage, disposal, and release history, and the site investigation work performed to date
- A summary of site conditions including contaminants and media to be addressed by the remediation
- A detailed description, including plans and sketches, of any additional investigation to be conducted to support determination of the remediation approach and the final remedial design, including but not limited to location and type of sample, sample collection techniques, monitoring techniques, sample analytical methods, and quality assurance/quality control methods
- A statement of work to accomplish remediation of the site and the method to reach the selected performance standards
- A monitoring plan to be implemented during the duration of remediation activities, if applicable

- Confirmatory sampling and analytical methods to verify that remediation of the site has met the selected performance standards
- Post-completion monitoring and maintenance to ensure that closure conditions, including any engineering controls or affirmation of future non-residential land use upon which the final remedy is dependent, are maintained after completion, if applicable
- An implementation schedule for all identified investigation and remediation tasks
- A site-specific health and safety plan that complies with all applicable standards and guidelines
- A plan describing the proposed management of investigation and remediation-derived wastes, if applicable
- Copies of, or a schedule for obtaining, all necessary and applicable permits and access agreements required to accomplish remediation of the site
- Any other pertinent information requested by the department that is reasonably necessary to meet the requirements of these regulations

In addition to the statutory requirements outlined above, the final remediation work plan will address the following specific elements to support implementation of the selected site remedy:

- *Performance standards:* DBS&A will provide proposed criteria to evaluate the progress and completion of remedial activities. Generally, DBS&A will default to promulgated standards for point-of-exposure assessment in accordance with 20.6.3.10.B NMAC. The proposed performance standards may also include site-specific remedial goals in settings where applicable standards have not been promulgated. If so, the justification and basis for determination of proposed site-specific standards will be provided.
- *Conceptual site model (CSM):* To provide the basis for remedial design and support the determination of site-specific performance criteria, DBS&A will provide a detailed CSM in the final voluntary remediation work plan. The CSM provides a summary of site conditions, sources and releases of COCs, processes that control the migration of COCs in affected environmental media, and actual or potential exposure pathways to human and/or ecological receptors.
- *Pilot Testing Plan:* As discussed above, the feasibility and design parameters of the proposed remedial approach are highly dependent on the results of on-site SVE pilot testing. The pilot testing plan presented in the final voluntary remediation work plan will

enumerate the means and methods of the proposed SVE pilot test including the design and location of new test wells or other infrastructure required to conduct the test, monitoring and sampling activities to be conducted during the testing period including anticipated laboratory analytical methods, anticipated test parameters including the soil intervals affected by the test and expected vacuum application, and treatment of discharged vapors if necessary. The pilot test report will contain a narrative summary of the pilot test activities, summary of recorded field observations and laboratory analytical results from collected vapor samples, analysis of data and recommendations for remedial design.

- *Final remediation plan (FRP):* As a deliverable prior to implementation of the remedial action, Elisia and DBS&A will provide an FRP to NMED. The contents and requirements for the FRP will be described in detail the final voluntary remediation work plan. The FRP will be based on recent and historical site investigation data and the results of the SVE pilot testing, and will minimally include the site CSM, results of pilot testing and feasibility analysis, description of the proposed remedial action, engineering designs and plan sets, documentation of having obtained applicable permits and fulfilled public notice requirements, a detailed implementation schedule, an operation and maintenance (O&M) plan including monitoring procedures and analytical requirements, and a post-remediation monitoring plan. The FRP will be prepared under the supervision of New Mexico-licensed professional engineer Thomas Golden, P.E. of DBS&A. Implementation of the selected remedy under the VRP will be contingent upon, and proceed immediately following, NMED acceptance of the FRP.

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DBS&A. 2021b. *Phase I environmental site assessment, Former White Swan Laundry, 1368 and 1366 Cerrillos Road, Santa Fe, New Mexico.* Prepared for Elisia, LLC, Santa Fe, New Mexico, September 23, 2021.

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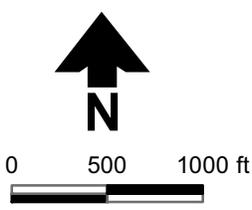
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- NMED. 2022. Letter from Justin Ball, Ground Water Quality Bureau, to David and Ellen Claus, Elisia, LLC, regarding Work plan approval, Former White Swan Laundry Facility, 1368 Cerrillos Road, Santa Fe, NM. June 28, 2022.
- NMED. 2023. Letter from Justin Ball, Ground Water Quality Bureau, to David and Ellen Claus, Elisia, LLC, regarding Conditional approval of the corrective action report and work plan required, Former White Swan Laundry Facility, 1368 Cerrillos Road, Santa Fe, NM. April 13, 2023.

NMED. 2024. Letter from Justin Ball, Ground Water Quality Bureau, to David and Ellen Clauss, Elisia, LLC, Corrective Action Report approval and submittal required, Former White Swan Laundry Facility, 1368 Cerrillos Road, Santa Fe, NM. May 6, 2024.

Figures



New Mexico Location Map



Source: Maxar, Vivid 5/22/2019

FORMER WHITE SWAN LAUNDRY
 1368 CERRILLOS ROAD
Area Map

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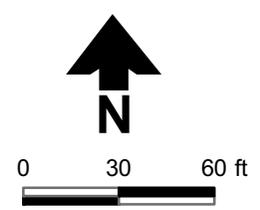
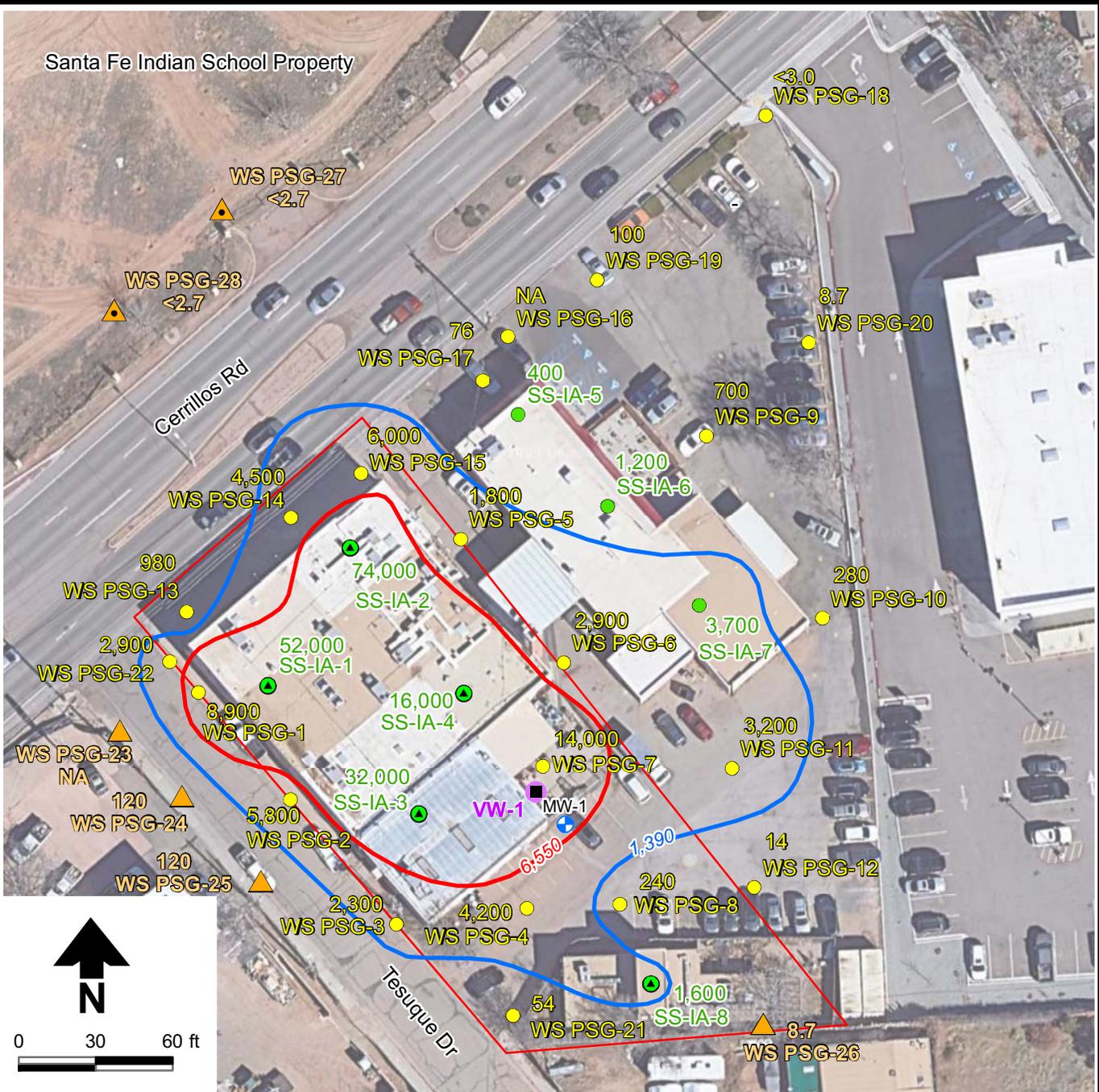
Image source: Google Earth, March 21, 2021

Explanation

 Former White Swan Laundry Site

**FORMER WHITE SWAN LAUNDRY
1368 CERRILLOS ROAD
Site Map**

Santa Fe Indian School Property



Explanation

- + Groundwater monitor well
- Passive soil gas location, previous
- Sub-slab sample location, previous
- Paired sub-slab/indoor air sample location
- ▲ Passive soil gas sample November 2022
- ▲ Passive soil gas samples December 2023
- Vertical vapor well
- Residential PCE VISL isoconcentration contour (dashed where inferred)
- Industrial PCE VISL isoconcentration contour (dashed where inferred)
- Former White Swan Laundry Site

Notes:

1. NA = Not analyzed, sampler could not be retrieved
2. All concentrations reported in micrograms per cubic meter ($\mu\text{g}/\text{m}^3$)
3. PCE = Tetrachloroethene
4. Samples WSPSG-01 through WSPSG-16 collected October 2021. Samples WSPSG-17 through WSPSG-22 collected February 2022. Samples WSPSG-23 through WSPSG-26 collected November 2022. Samples WSPSG-27 and WSPSG-28 collected December 2023.

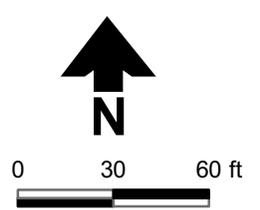
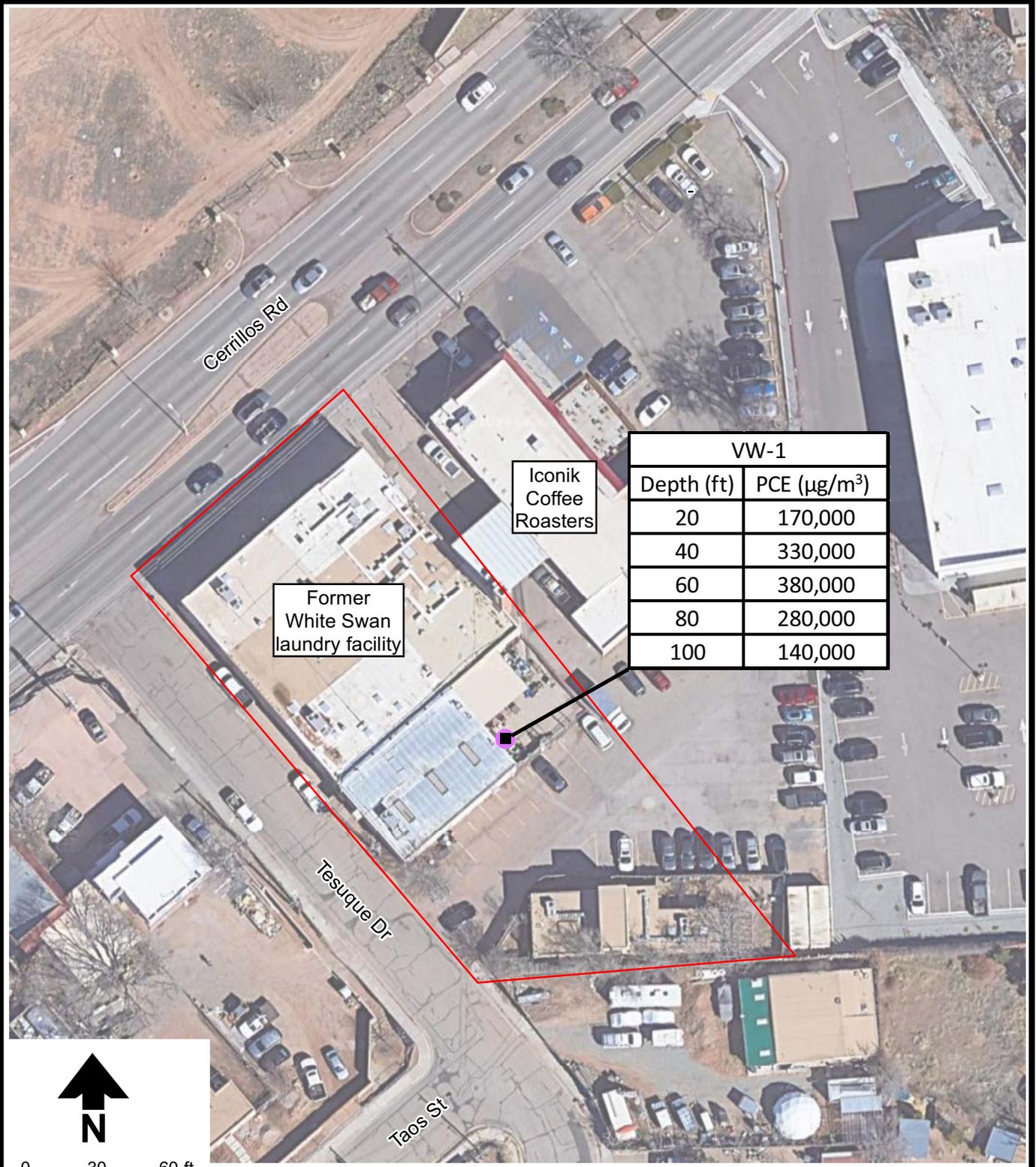
Image Source: Google Earth, 3/3/2023

**FORMER WHITE SWAN LAUNDRY
1368 CERRILLOS ROAD
Sub-Slab and Exterior Soil Gas Results**



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**Explanation
Type**

- Vertical Vapor Well
- Former White Swan Laundry Site

- Notes:
1. PCE = Tetrachloroethene
 2. R = Result rejected due to high leak tracer detection
 3. All concentrations reported in micrograms per cubic meter ($\mu\text{g}/\text{m}^3$)

Image Source: Google Earth, March 21, 2021

**FORMER WHITE SWAN LAUNDRY
1368 CERRILLOS ROAD
PCE Analytical Results
Vertical Profile Soil Vapor Well
November 2023**

Tables

Table 1. Passive Soil Gas Analytical Results
Page 1 of 2

Sample ID	Concentration ($\mu\text{g}/\text{m}^3$)				
	PCE	TCE	cis-1,2-DCE	trans-1,2-DCE	Vinyl Chloride
<i>Residential VISL</i>	1,390	69.5	NS	1,390	55.9
<i>Industrial VISL</i>	6,550	328	NS	6,550	1,040
<i>Samples Collected 10/1/2021</i>					
WSPSG-01	8,000	29	<5.5	<13	<34
WSPSG-02	5,800	<4.0	<5.5	<13	<34
WSPSG-03	2,300	<4.0	<5.5	<13	<34
WSPSG-04	4,200	<4.0	<5.5	<13	<34
WSPSG-05	1,800	<4.0	<5.4	<13	<34
WSPSG-06	2,900	<4.0	<5.4	<13	<34
WSPSG-07	14,000	7.4	<5.4	<13	<34
WSPSG-08	240	<4.0	<5.5	<13	380
WSPSG-09	700	<4.0	<5.5	<13	<34
WSPSG-10	280	<4.0	<5.5	<13	<34
WSPSG-11	3,200	<4.0	<5.5	<13	<34
WSPSG-12	14	<4.0	<5.5	<13	<34
WSPSG-13	980	<4.0	<5.5	<13	<34
WSPSG-14	4,500	<4.0	<5.5	<13	<34
WSPSG-15	6,000	4.1	<5.5	<13	<34
WSPSG-16	Not analyzed; sample could not be retrieved				
<i>Samples Collected 2/10/2022</i>					
WSPSG-17	76	<4.5	<6.1	<14	<38
WSPSG-18	<3.0	<4.5	<6.1	<14	<38
WSPSG-19	5.6	<4.5	<6.1	<14	<38
WSPSG-20	8.7	<4.4	<6.1	<14	<38
WSPSG-21	54	<4.4	<6.1	<14	<38
WSPSG-22	2,900	<4.4	<6.1	<14	<38
<i>Samples Collected 12/1/2022</i>					
WSPSG-23	Not analyzed; sample could not be retrieved				
WSPSG-24	120	<4.9	<6.8	<16	<42
WSPSG-25	120	<4.9	<6.8	<16	<42
WSPSG-26	8.7	<4.9	<6.8	<16	<42

Notes are provided at the end of the table.

Table 1. Passive Soil Gas Analytical Results
Page 2 of 2

Sample ID	Concentration ($\mu\text{g}/\text{m}^3$)				
	PCE	TCE	cis-1,2-DCE	trans-1,2-DCE	Vinyl Chloride
<i>Residential VISL</i>	1,390	69.5	NS	1,390	55.9
<i>Industrial VISL</i>	6,550	328	NS	6,550	1,040
<i>Samples Collected 12/28/2023</i>					
PSG-27	<2.7	<3.9	<5.4	<13	<34
PSG-28	<2.7	<3.9	<5.4	<13	<34
PSG-Blank	<2.7	<3.9	<5.4	<13	<34
PSG-DUP	<2.7	<3.9	<5.4	<13	<34
<i>Duplicate Samples</i>					
WSPSG-05 (LD)	1,800	<4.0	<5.4	<13	<34
WSPSG-12 (LD)	14	<4.0	<5.4	<13	<34
WSPSG-20D	5.6	<4.4	<6.1	<14	<38
WSPSG-25D	150	<4.9	<6.8	<16	<42

Bold indicates that value exceeds the New Mexico Environment Department vapor intrusion screening level (VISL) for industrial use. All samples are Waterloo Membrane Samplers™ analyzed using U.S. Environmental Protection Agency (EPA) method TO-17.
 $\mu\text{g}/\text{m}^3$ = Micrograms per cubic meter TCE = Trichloroethene NS = No standard
PCE = Tetrachloroethene DCE = Dichloroethene

Table 2. Soil Vapor Analytical Results, Vertical Soil Vapor Well VW-1
Page 1 of 2

Analyte	Concentration ($\mu\text{g}/\text{m}^3$)							
	NMED VISLs		VW-1-20	VW-1-40	VW-1-60	VW-1-60D	VW-1-80	VW-1-100
	Residential	Industrial						
<i>Date</i>			12/19/2022	12/19/2022	12/19/2022	12/19/2022	12/19/2022	12/8/2022
<i>Sample Depth (feet bgs)</i>			20	40	60	60	80	100
<i>Target Analytes</i> ^a								
Tetrachloroethene (PCE)	1,390	6,550	190,000	230,000	290,000	280,000	R	47,000
Trichloroethene (TCE)	69.5	328	<170	<260	<380	<350	R	<100
cis-1,2-dichloroethene (DCE)	—	—	<130	<190	<280	<260	R	<74
trans-1,2-DCE	1,390	6,550	<130	<190	<280	<260	R	<74
Vinyl chloride	55.9	1,040	<82	<120	<180	<170	R	<48
<i>Leak Detection Tracer Gas</i>								
Helium (mol %) ^b	—	—	0.17	<0.14	<0.14	<0.13	31	<0.14

Bold indicates that value exceeds one or both indicated New Mexico Environment Department (NMED) vapor intrusion screening levels (VISLs) (updated June 2022).

^a Analyzed using U.S. Environmental Protection Agency (EPA) method TO-15.

^b Analyzed using modified ASTM D 1946

$\mu\text{g}/\text{m}^3$ = Micrograms per cubic meter

bgs = Below ground surface

R = Result rejected due to high leak tracer detection

— = Not applicable or no standard promulgated

< = Not detected at a concentration above the indicated laboratory reporting limit

Table 2. Soil Vapor Analytical Results, Vertical Soil Vapor Well VW-1
Page 2 of 2

Analyte	Concentration ($\mu\text{g}/\text{m}^3$)							
	NMED VISLs		VW-1-20	VW-1-40	VW-1-60	VW-1-DUP	VW-1-80	VW-1-100
	Residential	Industrial						
<i>Date</i>			11/14/2023	11/14/2023	11/14/2023	11/14/2023	11/14/2023	11/14/2023
<i>Sample Depth (feet bgs)</i>			20	40	60	80	80	100
<i>Target Analytes</i> ^a								
Tetrachloroethene (PCE)	1,390	6,550	170,000	330,000	380,000	290,000	280,000	140,000
Trichloroethene (TCE)	69.5	328	<95	<260	<270	<160	<150	<76
cis-1,2-dichloroethene (DCE)	—	—	<70	<190	<200	<120	<110	<56
trans-1,2-DCE	1,390	6,550	<70	<190	<200	<120	<110	<56
Vinyl chloride	55.9	1,040	<45	<120	<130	<77	<73	<36
<i>Leak Detection Tracer Gas</i>								
Helium (mol %) ^b	—	—	0.18	<0.15	<0.15	<0.15	<0.14	<0.14

Bold indicates that value exceeds one or both indicated New Mexico Environment Department (NMED) vapor intrusion screening levels (VISLs) (updated June 2022).

^a Analyzed using U.S. Environmental Protection Agency (EPA) method TO-15.

^b Analyzed using modified ASTM D 1946

$\mu\text{g}/\text{m}^3$ = Micrograms per cubic meter

bgs = Below ground surface

R = Result rejected due to high leak tracer detection

— = Not applicable or no standard promulgated

< = Not detected at a concentration above the indicated laboratory reporting limit

Table 3. Indoor Air Analytical Results
Page 1 of 2

Constituent	Concentration ($\mu\text{g}/\text{m}^3$)							
	NMED Indoor Air Screening Level		IA-1	IA-2	IA-3	IA-3D	IA-4	IA-8
	Residential	Industrial						
<i>Sample Date</i>			<i>2/22/2022</i>	<i>2/22/2022</i>	<i>2/22/2022</i>	<i>2/22/2022</i>	<i>2/22/2022</i>	<i>2/22/2022</i>
<i>Constituents of Concern</i>								
Tetrachloroethene (PCE)	41.7	197	22	23	21	25	19	2.5
Trichloroethene (TCE)	2.09	9.83	<1.0	<1.1	<1.0	<1.1	<1.1	<1.1
cis-1,2-dichloroethene (DCE)	NS	NS	<0.77	<0.84	<0.75	<0.82	<0.82	<0.84
trans-1,2-DCE	41.7	197	<0.77	<0.84	<0.75	<0.82	<0.82	<0.84
Vinyl chloride	1.68	31.3	<0.50	<0.54	<0.48	<0.53	<0.53	<0.54
<i>Other Detected Constituents</i>								
Toluene	5,210	24,600	<0.73	<0.80	2.9	1.3	<0.78	<0.80
m,p-xylene	104	492	<0.85	<0.92	1.4	<0.90	<0.90	<0.92
Freon 11	730	3440	1.2	1.1 J	1.2	1.2	1.2	1.1 J
Acetone	32,300	152,000	24	19	24	11	6.0	15
2-Propanol	NS	NS	11 J	6.4 J	29 J	17 J	6.6 J	16 J
Ethanol	NS	NS	13	8.6	26	9.1	6.4	20
1,4-Dioxane	NS	NS	<0.77	1.3	<0.68	<0.74	<0.74	<0.77
Methylene chloride	626	2,950	<1.4	<1.5	1.4	<1.4	<1.4	<1.5
Benzene	3.60	17.6	<0.62	<0.68	0.58 J	<0.66	<0.66	<0.68

Notes are provided at the end of the table.

Table 3. Indoor Air Analytical Results
Page 2 of 2

Constituent	Concentration ($\mu\text{g}/\text{m}^3$)						
	NMED Indoor Air Screening Level		ICS-IA-01	ICS-IA-02	ICS-IA-03	ICS-IA-DUP	ICS-OA-1
	Residential	Industrial					
<i>Sample Date</i>			<i>11/14/2023</i>	<i>11/14/2023</i>	<i>11/14/2023</i>	<i>11/14/2023</i>	<i>11/14/2023</i>
<i>Constituents of Concern</i>							
Tetrachloroethene (PCE)	41.7	197	<1.3	2.9	<1.4	2.9	<1.3
Trichloroethene (TCE)	2.09	9.83	<1.0	<1.1	<1.1	<1.1	<1.0
cis-1,2-dichloroethene (DCE)	NS	NS	<0.74	<0.84	<0.79	<0.80	<0.76
trans-1,2-DCE	41.7	197	<0.74	<0.84	<0.79	<0.80	<0.76
Vinyl chloride	1.68	31.3	<0.48	<0.54	<0.51	<0.52	<0.49
<i>Other Detected Constituents</i>							
Toluene	5,210	24,600	1.5	1.7	1.2	1.8	0.85
m,p-xylene	104	492	<0.81	<0.92	<0.87	0.90	<0.83
Freon 11	730	3440	1.3	1.4	1.4	1.3	1.3
Acetone	32,300	152,000	39	48	36	48	24
2-Propanol	NS	NS	75	<10	43	<9.9	<9.4
Ethanol	NS	NS	810 E	1100 E	910 E	1,100 E	32
1,4-Dioxane	NS	NS	<0.67	<0.77	<0.72	<0.73	<0.69
Methylene chloride	626	2,950	<1.3	<1.5	<1.4	<1.4	<1.3
Benzene	3.60	17.6	<0.82	<0.92	0.84	0.94	<0.61

$\mu\text{g}/\text{m}^3$ = Micrograms per cubic meter
NS = No standard

J = Estimated concentration
E = Exceeds instrument calibration range