NEW MEXICO ENVIRONMENT DEPARTMENT
VOLUNTARY REMEDIATION AGREEMENT

I. Introduction

This Voluntary Remediation Agreement ("Agreement") is entered into voluntarily by **Fetherolf, LLC** represented by **J. Richard Rivas**, **Property Manager**, 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 **ABQ Cleaners** ("Site"), located at 3002 Monte Vista Blvd. NE in Albuquerque, under the Voluntary Remediation Program **(VRP Site No. 53241005)**. This Voluntary Remediation Agreement is issued pursuant to Section 20.6.3.300 NMAC and the Delegation Order dated November 26, 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 September 30, 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:
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:
J. Richard Rivas, Property Manager
Commercial Real Estate Services, LLC

Physical Address:
ABQ Cleaners

PO Box 91144
Albuquerque, NM 87199
E-mail: rivas@cresnm.com
Phone number: (505) 270-9775

3002 Monte Vista Blvd. NE
Albuquerque, NM 87106

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:

- Soil: Volatile Organic Compounds (VOCs) including the chlorinated hydrocarbons tetrachloroethylene (PCE) and trichloroethene (TCE).
- Soil Vapor: Volatile Organic Compounds including the chlorinated hydrocarbons PCE and TCE, cis-1,2-dichloroethene (DCE), trans-1,2-DCE, and vinyl chloride
- Groundwater: Volatile Organic Compounds (VOCs) including the chlorinated hydrocarbons PCE and TCE; cis-1,2-dichloroethene (DCE), trans-1,2-DCE, and vinyl chloride.

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 Protection Regulations (20.6.2 NMAC);
- New Mexico Environment Department Risk Assessment Guidance for Site Investigations and Remediation, 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 60 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 60 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.

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

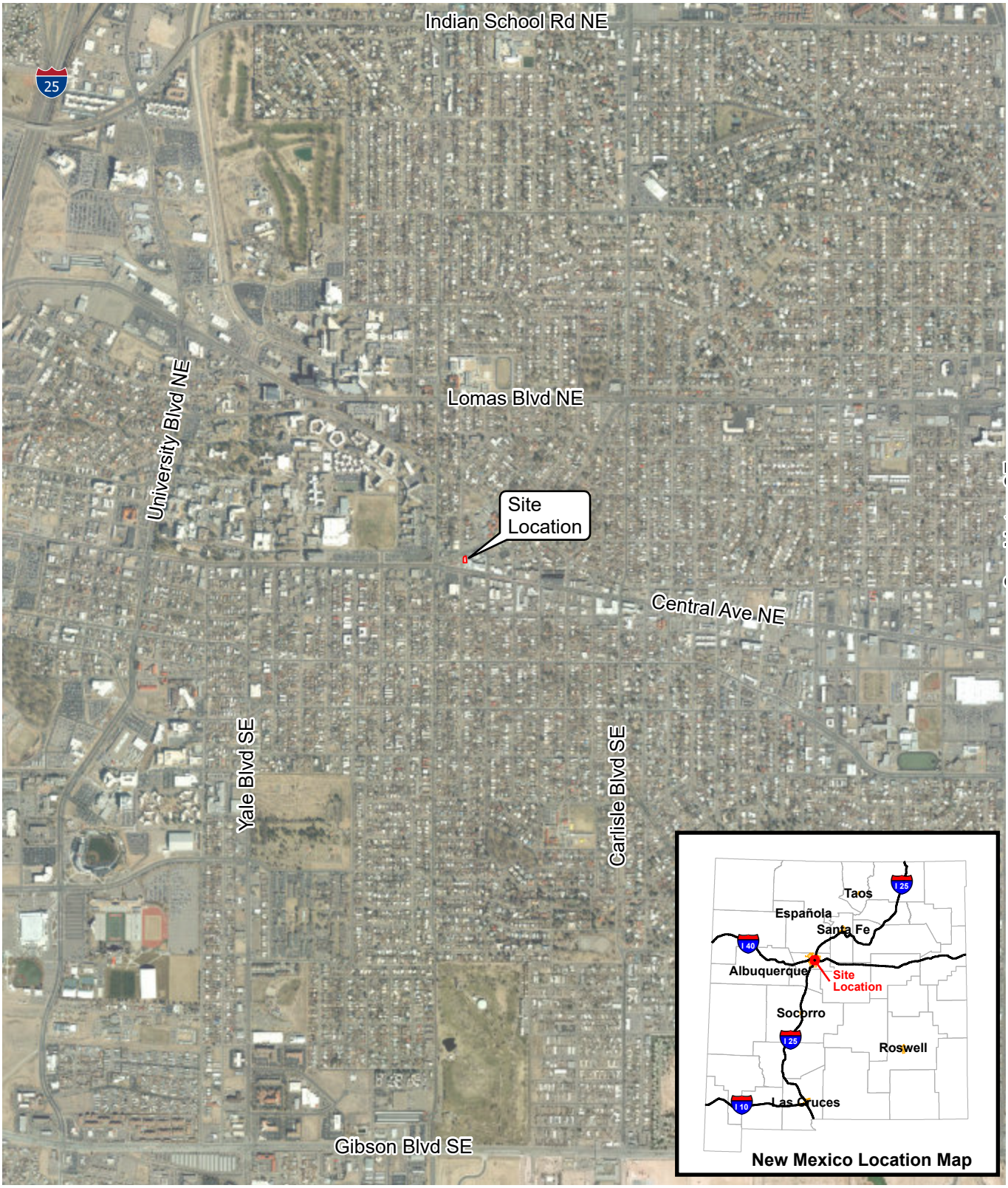
EXHIBIT 1
Legal Description of Property

ABQ Cleaners
VRP Site No. 53241005

The site is a 0.085 parcel located at 3002 Monte Vista Blvd. NE, more particularly described as:

13-A 11 REPLAT OF LOT 11, 12 & A PORTION OF 13 OF MONTEVISTA ADDITION

A map is included on the following page.



Aerial Photograph: World Imagery, MRCOG-NM, Bohannan Huston, Maxar

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DBS&A
a Geo-Logic Company

4/19/2023 DB23.1071

WEST MESA PROPERTIES
3002 MONTE VISTA BLVD NE
ALBUQUERQUE, NEW MEXICO
Area Map

Figure 1

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NEW MEXICO ENVIRONMENT DEPARTMENT
VOLUNTARY REMEDIATION AGREEMENT

EXHIBIT 2
Preliminary Voluntary Remediation Work Plan

ABQ Cleaners
VRP Site No. 53241005

Preliminary Voluntary Remediation Work Plan
ABQ Cleaners Facility
3002 Monte Vista Blvd. NE, Albuquerque, New Mexico

1. Introduction

At the request of the New Mexico Environment Department (NMED) and on behalf of Fetherolf, LLC (Fetherolf), Daniel B. Stephens & Associates, Inc. (DBS&A) has prepared this preliminary voluntary remediation work plan for the ABQ Cleaners facility (the site), located at 3002 Monte Vista Blvd NE in Albuquerque, New Mexico (Figures 1 and 2). Per the letter from NMED to Fetherolf dated July 17, 2024, site characterization under 20.6.2.1203.A NMAC is sufficient 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, Fetherolf proposed to pursue all future characterization and remediation activity associated with the site under NMED's Voluntary Remediation Program (VRP). The VRP remains West Mesa'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

Details of the site history are summarized in a Phase I Environmental site assessment (ESA) for the property completed by DBS&A in April 2023 (DBS&A, 2023a), which is included with the VRP application. The building has housed numerous shops and businesses since its construction in approximately 1938, and is currently leased to ABQ Cleaners, a dry cleaning, laundry, and home and business cleaning facility. The property was previously occupied by a variety of retail businesses, including grocery stores, retail shops, and a realty office. Information provided by

the current owner, Ms. Josala Fetherolf, during the Phase I ESA (DBS&A, 2023a) indicated that the facility operated as a dry cleaner prior to her acquisition of the property in 1987. The dry cleaning plant was removed and replaced with a new unit that does not use tetrachloroethene (PCE), and all stored PCE was removed from the facility, prior to the 2023 site investigation by DBS&A.

2.1 Previous Investigations

NMED conducted a passive soil gas (PSG) sampling event in the public right-of-way (ROW) adjacent to the site in June 2022 (NMED, 2022). Results indicated that a release or releases of chlorinated volatile organic compounds (CVOCs) has occurred in the site vicinity in sufficient quantities to endanger human health, property, and the environment per the New Mexico Ground and Surface Water Protection Regulations (20.6.2 NMAC). NMED identified the site as a potential source of the CVOC release in a letter dated August 17, 2022 (NMED, 2022).

Additional site investigation was conducted in late 2022 by Souder, Miller and Associates (SMA). Three indoor air samples collected at the site in November 2022 indicated elevated concentrations of PCE and trichloroethene (TCE) above NMED's indoor air screening levels for industrial facilities. Two sub-slab soil vapor samples collected from beneath the structure's basement indicated concentrations of PCE and TCE above the NMED vapor intrusion screening levels (VISLs) (SMA, 2023). Based on these sample results and those from NMED's June 2022 sampling event, NMED stipulated that Fetherolf shall conduct corrective actions at the facility and submit a corrective action work plan for additional site characterization (NMED, 2023a).

On behalf of Fetherolf, DBS&A submitted a work plan on May 22, 2023 for additional site investigation under 20.6.2.1203 NMAC (DBS&A, 2023b), which was approved by NMED on June 27, 2023 (NMED, 2023b). DBS&A conducted a Phase I ESA for the property (DBS&A, 2023a). In addition to the release associated with the site, the Phase I investigation identified numerous recognized environmental conditions (RECs) within 1,000 feet of the site, including as many as four historical dry cleaning facilities.

Additional site characterization was conducted between September and November 2023. The scope of work for the site investigation included the following:

- Installation of a groundwater monitor well with nested vapor sampling ports
- Collection of soil samples for laboratory analysis from borehole cuttings
- Collection of a groundwater sample from the newly installed monitor well

- Collection of soil vapor samples from each nested soil vapor sampling port associated with the groundwater monitor well installation
- Collection of PSG samples at 13 exterior locations within and surrounding the site
- Collection of indoor air samples from the 4 occupied commercial structures within and adjacent to the site, as well as 2 samples from basements
- Collection of 4 sub-slab passive vapor samples co-located with indoor air or basement air vapor sampling locations (2 of which were lost)

The CAR documenting the conduct and results of the site characterization was submitted to NMED on March 11, 2024 (DBS&A, 2024). Results of the site characterization activities are summarized in the following subsections. The investigation completed the site characterization under 20.6.2.1203 NMAC (NMED, 2024).

2.2 Site Conditions

The site is located on a 0.109-acre parcel in the Nob Hill neighborhood of central Albuquerque, and is developed with an approximately 3,400-square-foot building that is currently used for a dry cleaning operation (ABQ Cleaners). The entirety of the property and surrounding parcels are covered by structures or asphalt and concrete paving.

The site is located at an elevation of approximately 5,195 feet above mean sea level (feet msl). The surface topography slopes generally to the north in the vicinity of the site. The Rio Grande is located approximately 3.5 miles west of the site. The site and surrounding parcels are predominantly flat or gently sloping; surface runoff from the site is largely directed to the Monte Vista Boulevard corridor.

2.2.1 Groundwater Hydrogeology

The site is located in the Albuquerque Basin, also known as the Middle Rio Grande Basin, within the Rio Grande Rift System. The Rio Grande Rift comprises a series of fault-bounded basins, of which the Albuquerque Basin is the largest and oldest. These basins have been filled with consolidated and unconsolidated alluvial sediments of Tertiary and Quaternary age collectively known as the Santa Fe Group, which exceed 20,000 feet in thickness in parts of the Albuquerque Basin (Bartolino and Cole, 2002).

Groundwater within the Albuquerque Basin is hosted within the sediments of the Santa Fe Group and locally within recent fluvial sediments along the valley of the Rio Grande River. The

Santa Fe Group aquifer system supplies groundwater resources for the Albuquerque metropolitan area and surrounding communities. Due to increasing withdrawals of groundwater, the Santa Fe Group aquifer experienced significant drawdown between the 1980s and 2008, when the Albuquerque Bernalillo County Water Utility Authority (the Water Authority) began treatment and distribution of surface water from the Rio Grande through the San Juan-Chama Drinking Water Project. Water levels in the aquifer have experienced significant and widespread rebound since that time due to decreased reliance on groundwater withdrawals (Gallanter and Curry, 2019).

The site is located on an elevated fluvial terrace underlain by unconsolidated sediments of the Sierra Ladrones Formation, the uppermost member of the Santa Fe Group within the Albuquerque Basin. Aquifer materials are composed of primarily sand and silty sand, with minor clay and gravel. Based on regional data published in 2019, groundwater in the site vicinity most likely flows to the southeast, toward a regional groundwater depression under southeastern Albuquerque (Rawling, 2023).

There are no known wells with recent water level data within 1 mile of the site. Data from historical environmental investigations in the site vicinity indicating a depth to water just over 200 feet were cited in the Phase I ESA report for the site (DBS&A, 2023a), but these observations pre-dated the more recent periods drawdown and rebound. 2007 water level measurements from monitor wells on the University of New Mexico campus, approximately 0.3 mile from the site, indicated depths to water of approximately 295 feet before the post-2008 regional rebound. Prior to the site investigation, depth to water at the site was therefore uncertain. Groundwater was encountered at approximately 305 feet below ground surface (bgs) during well drilling, deeper than initially estimated due to locally muted groundwater rebound and the site's elevated position relative to the nearest historical monitoring points.

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 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 2023 site investigation are summarized in Tables 1 through 4. 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 soil gas sampling. The distribution of PCE in shallow soil vapor under the site is consistent with historical releases of PCE at the ABQ Cleaners facility. PCE concentrations in shallow soil vapor and sub-slab air above the NMED industrial VISL of 6.550 micrograms per cubic meter (µg/m^3) are limited to the footprint of the ABQ Cleaners building, parts of the adjacent structure occupied by the Buffalo Exchange retail store, and a portion of the shared parking area.

PCE was detected in basement air samples at the ABQ Cleaners and Buffalo Exchange buildings (Figure 4) at concentrations of 3,100 and 680 µg/m^3, respectively, which are above the NMED industrial indoor air screening level of 197 µg/m^3. No other COCs or other non-target VOCs were detected at concentrations above NMED industrial indoor air screening levels in indoor air samples from the occupied work spaces of the structures, corresponding duplicate samples, or the outdoor ambient sample (Table 3). Indoor air analytical results from the ABQ Cleaners occupied work area were below the indoor air screening level for industrial properties and are significantly improved from the first site assessment (SMA, 2023), indicating the success of the initial corrective actions at the site.

Vertically nested vapor sampling ports were installed with the groundwater monitor well MW-1, with sample ports located at approximately 78, 153, and 228 feet bgs. PCE was detected at only one of the three sampling depths at a concentration exceeding the NMED industrial VISL (153 feet; 12,000 µg/m^3), although the shallowest sample was determined to be non-representative (Table 2 and Figure 5). The presence of elevated COC concentrations 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, although vapor concentrations were observed to decline sharply with depth below 150 feet bgs.

2.2.4 Groundwater Quality

A single groundwater monitoring event has been conducted at the site, using monitor well MW-1 installed in September 2023 (Table 5). Based on the results of the initial sampling event, groundwater at the site has not been impacted by the PCE release at concentrations above the New Mexico Water Quality Control Commission (NMWQCC) standard (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) has been completed at the site, with exceptions noted. 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)

PCE concentrations in soil vapor in parts of the site are 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 approach 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 impacted area, which lies largely beneath commercial structures. Applying sufficient air flow through soil beneath the site and surrounding impacted soil column 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 upon the radius of influence (ROI) of each extraction well, a parameter that can be determined through pilot testing. Conversely, angled wells could more directly access and treat residual contaminant mass directly beneath the facility, but entail higher installation costs. Due to the densely developed nature of the site and surrounding properties, installation of horizontal wells at the appropriate depth intervals may not be feasible.

The soil column at the site is largely characterized by unconsolidated, sandy and gravelly soils with relatively thin fine-grained intervals (DBS&A, 2024). These materials are expected to provide ample air flow and an SVE ROI of 50 feet or greater. 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 and adjacent impacted areas. The design and operational parameters of a proposed SVE system can be determined through a pilot testing program prior to issuance of a final remediation plan.

Based on current site conditions, DBS&A preliminarily proposes an SVE remediation approach employing a network of vertical and angled wells to remove residual PCE mass in the soil column to a depth greater than 100 feet. The SVE system will be combined with SSD systems deployed to the affected structures 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.
- *Data gaps investigation work plan:* Although the extent of PCE impacts at the site and surrounding properties has been relatively well defined, the CAR notes a limited number of data gaps resulting from sample loss during the site investigation. Potential data gaps relevant to a remedial action include sub-slab vapor concentrations beneath the ABQ Cleaners basement and the adjacent building to the south. A limited investigation plan will be provided to address these gaps, as well as the installation of additional semi-permanent vapor monitoring points to used for evaluating the effectiveness of the selected remedial action.
- *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, potential 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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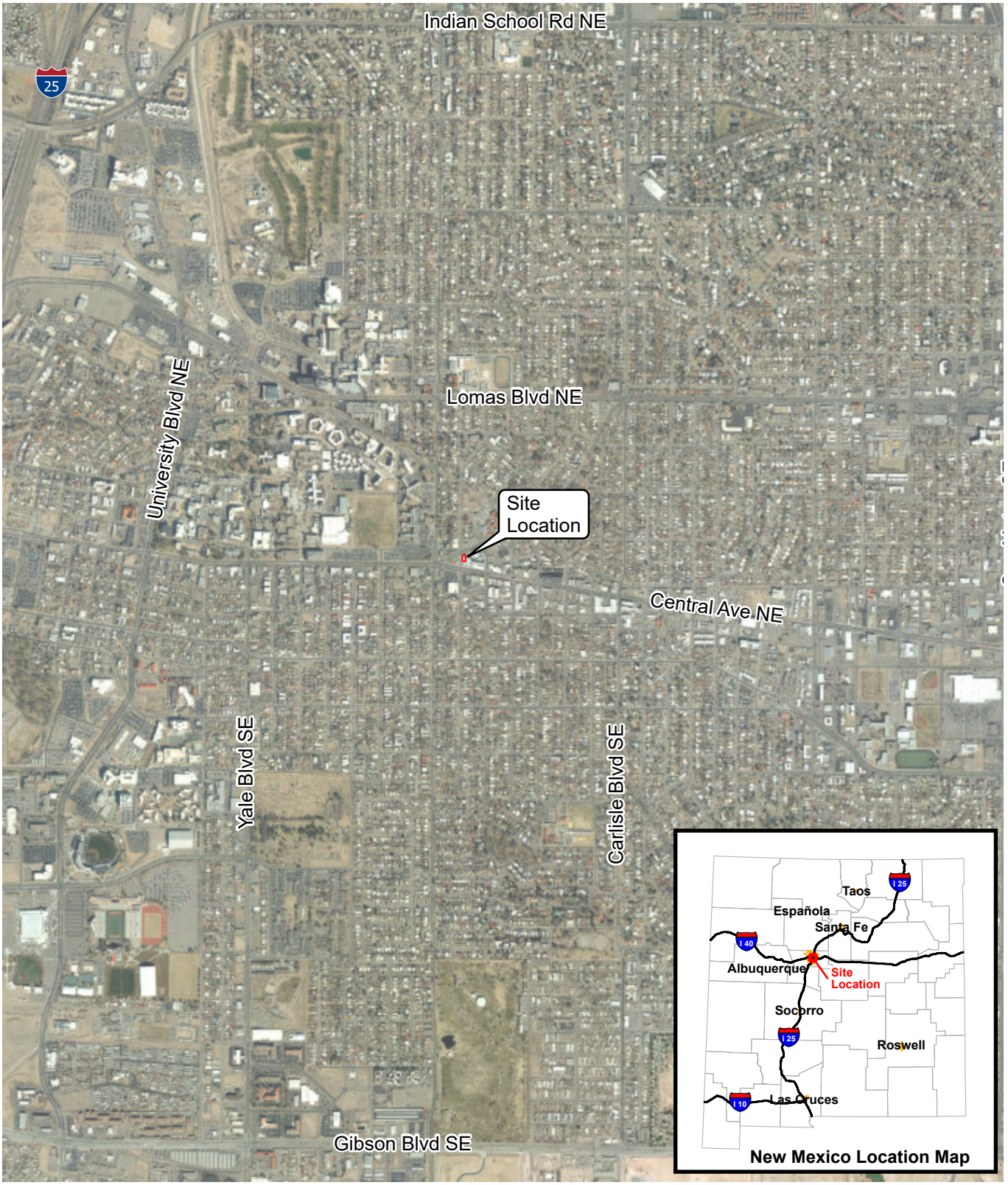
Figures



Aerial Photograph: World Imagery, MRCOG-NM, Bohannan Huston, Maxar

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4/19/2023 DB23.1071

ABQ CLEANERS/FETHEROLF, LLC
3002 MONTE VISTA BLVD NE
ALBUQUERQUE, NEW MEXICO

Area Map

Figure 1

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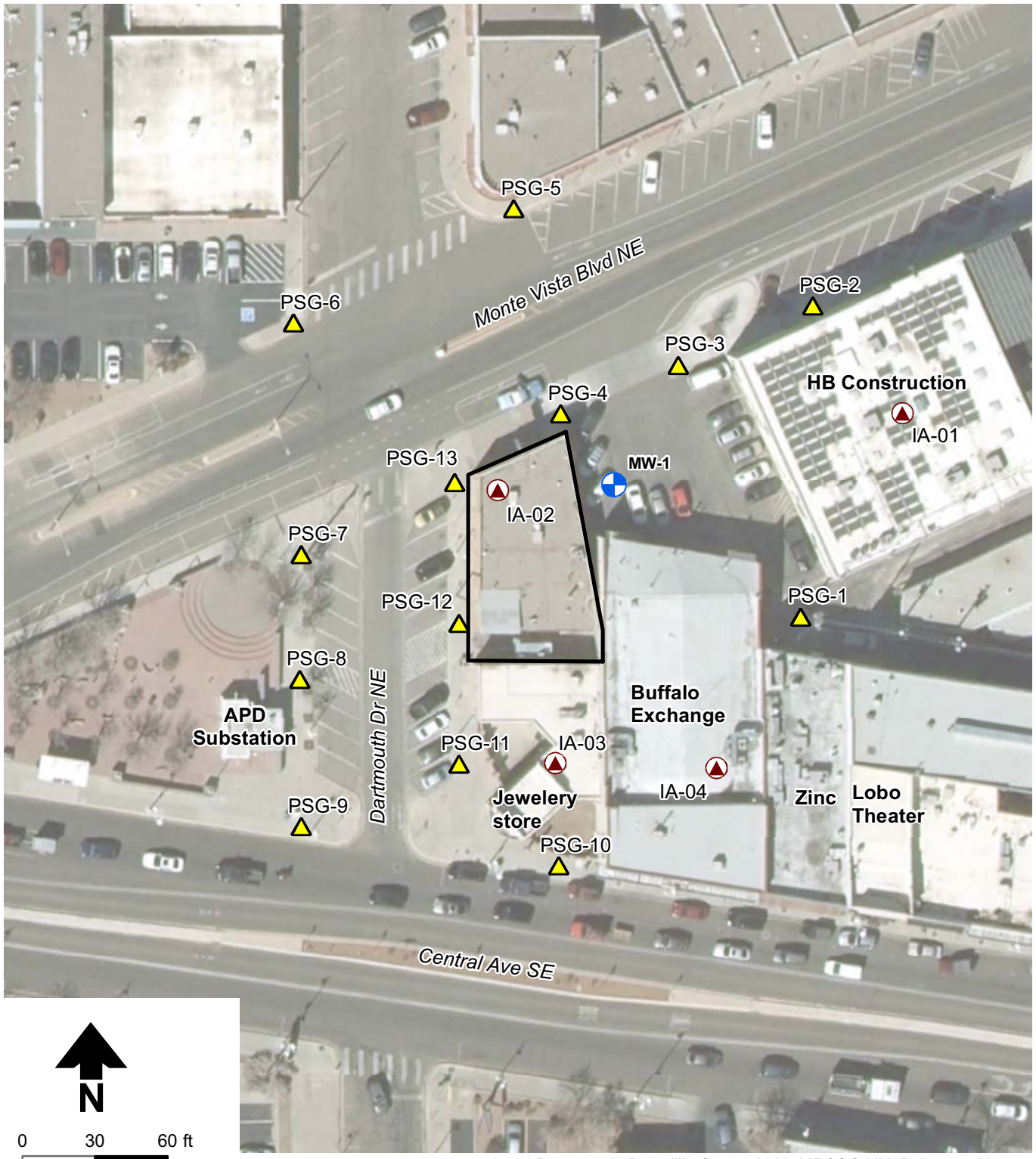


Aerial Photograph: Bernalillo County 2022, MRCOG-NM, Bohannan Huston

Explanation

- Monitor well with vapor probes
- Passive soil gas sample location
- Indoor air sample location
- ABQ Cleaners facility

ABQ CLEANERS/FETHEROLF, LLC
3002 MONTE VISTA BLVD NE
ALBUQUERQUE, NEW MEXICO

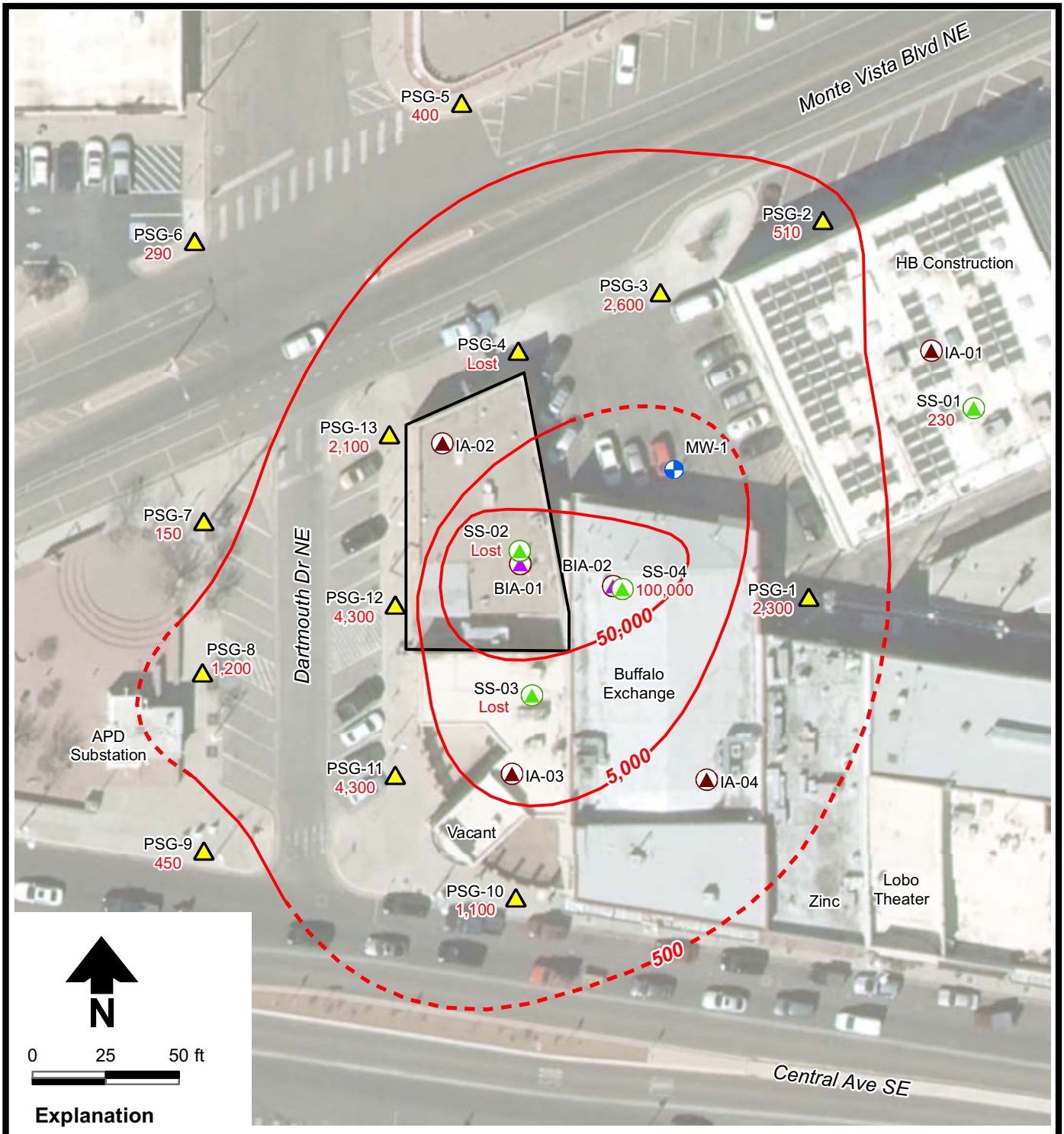
Site Map

DBS&A
a Geo-Logic Company

2/19/2024 DB23.1071

Figure 2

S:\PROJECTS\DB23.1071_WEST_MESA_PROPERTIES\GIS\MXDS\RPT_2023_NOV\F02 SITE_MAP_2023.MXD



Explanation

- Monitor well with vapor probes
- Passive soil gas sample location
- Indoor air sample location
- Basement indoor air sample location
- Sub-slab sample location
- ABQ Cleaners facility
- PCE isoconcentration contour (dashed where inferred)

PSG-01 Passive soil gas sample
2,300 PCE concentration
SS-01 Sub-slab gas sample
230 PCE concentration

Aerial Photograph: Bernalillo County 2022, MRCOG-NM, Bohannan Huston

Notes:
1. All concentrations in micrograms per cubic meter ($\mu g/m^3$)
2. PCE = Tetrachloroethene

ABQ CLEANERS/FETHEROLF, LLC
3002 MONTE VISTA BLVD NE
ALBUQUERQUE, NEW MEXICO

PCE Isoconcentration in Shallow Soil Vapor November 2023

DBS&A a Geo-Logic Company

2/19/2024 DB23.1071

Figure 3

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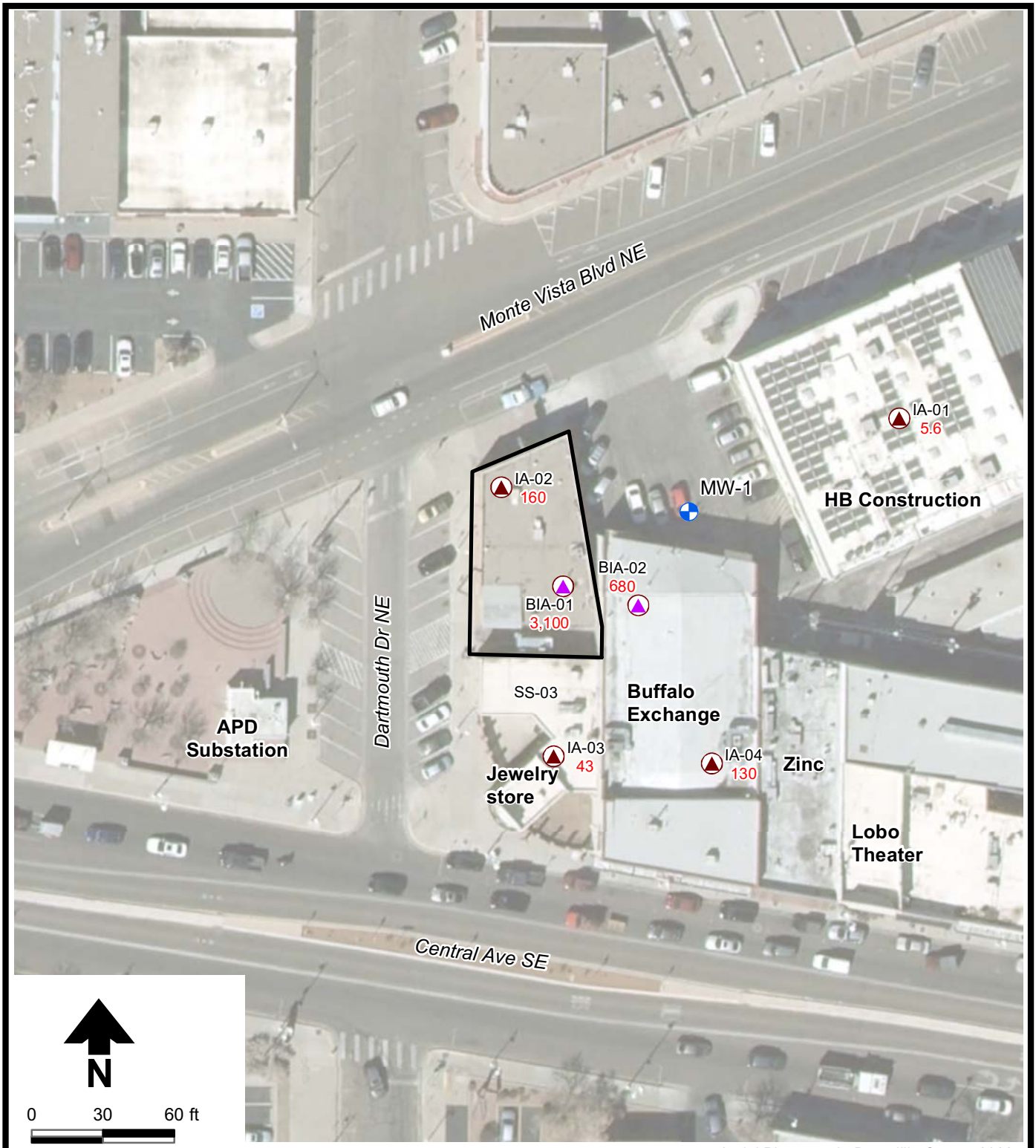

Aerial Photograph: Bernalillo County 2022, MRCOG-NM, Bohannan Huston

Explanation

- Monitor well with vapor probes
- Indoor air sample location
- Basement indoor air sample location
- ABQ Cleaners facility

IA-01 Indoor air sample
5.6 PCE concentration
BIA-01 Basement indoor air sample
3,100 PCE concentration

Notes:
1. All concentrations in micrograms per cubic meter ($\mu g/m^3$)
2. PCE = Tetrachloroethene

ABQ CLEANERS/FETHEROLF, LLC
3002 MONTE VISTA BLVD NE
ALBUQUERQUE, NEW MEXICO

PCE Results in Indoor Air
November 29, 2023

DBS&A a Geo-Logic Company

2/19/2024 DB23.1071

Figure 4

S:\PROJECTS\DB23.1071_WEST_MESA_PROPERTIES\GIS\MXDS\PCE RESULTS IN INDOOR AIR 20231124.MXD

MW-1	
Depth (ft)	PCE (µg/m^3)
78	2,900 R
153	12,000
228	3,100

Aerial Photograph: Bernalillo County 2022, MRCOG-NM, Bohannan Huston

Explanation

Monitor well with vapor probes

ABQ Cleaners facility

Notes:
1. PCE = Tetrachloroethene
2. All concentrations reported in micrograms per cubic meter (µg/m^3)
3. R = Suspect result. See text for discussion.

ABQ CLEANERS/FETHEROLF, LLC
3002 MONTE VISTA BLVD NE
ALBUQUERQUE, NEW MEXICO

PCE Analytical Results
Vertical Profile Soil Vapor Well
November 24, 2023

DBS&A a Geo-Logic Company

2/19/2024 DB23.1071

Figure 5

S:\PROJECTS\DB23.1071_WEST_MESA_PROPERTIES\GIS\MXDS\PCE ANALYTICAL RESULTS VERTICAL PROFILE SOIL VAPOR WELL 202411.MXD

Tables

Table 1. Passive Soil Gas Analytical Results, November 29, 2023

Sample ID	Concentration (µg/m^3)				
	PCE	TCE	cis-1,2-DCE	trans-1,2-DCE	Vinyl Chloride
Residential VISL [a]	*1,390*	*69.5*	*NS*	*1,390*	*55.9*
Industrial VISL [a]	*6,550*	*328*	*NS*	*6,550*	*1,040*
PSG-1	2,300	<3.3	<4.5	<11	<28
PSG-2	510	<3.3	<4.5	<11	<28
PSG-3	2,600	<3.3	<4.5	<11	<28
PSG-4	Lost due to hole collapse				
PSG-5	400	<3.3	<4.5	<11	<28
PSG-6	290	<3.3	<4.5	<11	<28
PSG-7	Sample tube damaged in transit, not analyzed				
PSG-8	1,200	5.4	<4.5	<11	<28
PSG-9	430	<3.3	<4.5	<11	<28
PSG-10	1,100	<3.3	<4.5	<11	<28
PSG-11	2,900	<3.3	<4.5	<11	<28
PSG-12	4,300	<3.3	<4.5	<11	<28
PSG-13	2,100	<3.3	<4.5	<11	<28
PSG-DUP1 (duplicate of PSG-4)	Lost due to hole collapse				
PSG-DUP2 (duplicate of PSG-7)	150	<3.3	<4.5	<11	<28

All samples are Waterloo Membrane Samplers™ analyzed using U.S. Environmental Protection Agency (EPA) method TO-17.

[a] New Mexico Environment Department (NMED) vapor intrusion screening level (VISL). Refer to Table A-4 of NMED's Risk Assessment Guidance for Investigations and Remediation Volume I, June 2022.

µg/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 MW-1, November 17, 2023

Analyte	Concentration (µg/m^3)					
	NMED VISL					
	Residential	Industrial	MW-1_228	MW-1_153	MW-1_DUP	MW-1_78
Sample Depth (feet bgs)			*228*	*153*	*153*	*78*
Target Analytes [a]						
Tetrachloroethene (PCE)	1,390	6,550	3,100	**12,000**	**12,000**	2,900
Trichloroethene (TCE)	69.5	328	<14	<39	<38	<24
cis-1,2-dichloroethene (DCE)	—	—	<10	<29	<28	<18
trans-1,2-DCE	1,390	6,550	<10	<29	<28	<18
Vinyl chloride	55.9	1,040	<6.7	<19	<18	<12
Leak Detection Tracer Gas						
Helium (mol %) [b]	—	—	0.13	0.28	0.27	1.3
Other Detected Constituents						
Chloroform	40.7	199	38	160	160	<22
Toluene	174,000	819,000	10	<56	54	2900
Tetrahydrofuran	—	—	<39	32	31	<67
Bromodichloromethane	25.3	124	<18	56	63	<31
Heptane	—	—	<54	<30	41	<94
Carbon Disulfide	24,300	115,000	<41	<91	<88	87

Bold indicates that value exceeds the indicated New Mexico Environment Department (NMED) vapor intrusion screening level (VISL) for industrial properties (updated June 2022).

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

[b] Analyzed using modified ASTM D 1946

µg/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, November 29, 2023
Page 1 of 2

Constituent	Concentration (µg/m^3)						
	NMED Screening Level						
	Residential	Industrial	IA-01	IA-02	IA-DUP	IA-03	IA-04
Constituents of Concern							
Tetrachloroethene (PCE)	41.7	197	5.6	160	170	43	130
Trichloroethene (TCE)	2.09	9.83	<0.85	<0.88	<0.92	<0.92	<5.8
cis-1,2-dichloroethene (DCE)	NS	NS	<0.63	<0.65	<0.68	<0.68	<4.3
trans-1,2-DCE	41.7	197	<0.63	<0.65	<0.68	<0.68	<4.3
Vinyl chloride	1.68	31.3	<0.40	<0.42	<0.44	<0.44	<2.8
Other Detected Constituents							
Toluene	5,210	24,600	2.2	2.2	2.1	2.8	14
m,p-xylene	104	492	1.1	0.75	<0.84	1.1	<4.7
Freon 11	730	3440	1.4	1.5	1.3	1.4	<6.1
Acetone	32,300	152,000	18	19	17	33	62
2-Propanol	NS	NS	<7.8	<8.0	<8.4	29	<53
Ethanol	NS	NS	52	17	17	48	1,200 E
Benzene	3.6	17.6	1.1	0.99	0.96	1.3	<3.4
Carbon Disulfide	NS	NS	<2.5	9.4	9.5	<2.7	<17
2-Butanone (methyl ethyl ketone)	NS	NS	<2.3	<2.4	<2.5	2.9	<16

Notes are provided at the end of the table.

Table 3. Indoor Air Analytical Results, November 29, 2023
Page 2 of 2

Constituent	Concentration (µg/m^3)				
	NMED Screening Level				
	Residential	Industrial	OA-1	Basement-IA_01	Basement-IA_02
Constituents of Concern					
Tetrachloroethene (PCE)	41.7	197	1.4	**3,100**	**680**
Trichloroethene (TCE)	2.09	9.83	<0.87	<9.0	<1.9
cis-1,2-dichloroethene (DCE)	NS	NS	<0.64	<6.7	<1.4
trans-1,2-DCE	41.7	197	<0.64	<6.7	<1.4
Vinyl chloride	1.68	31.3	<0.41	<4.3	<0.89
Other Detected Constituents					
Toluene	5,210	24,600	2.3	<6.3	8.0
m,p-xylene	104	492	0.88	<7.3	<1.5
Freon 11	730	3440	1.4	<9.4	<2.0
Acetone	32,300	152,000	9.6	<80	41
2-Propanol	NS	NS	<8.0	<82	21
Ethanol	NS	NS	13	<63	680 E
Benzene	3.6	17.6	1.1	<5.4	1.5
Carbon Disulfide	NS	NS	<2.5	<26	<5.4
2-Butanone (methyl ethyl ketone)	NS	NS	<2.4	<25	<5.1

Bold indicates that result exceeds the New Mexico Environment Department (NMED) industrial indoor air screening level.
µg/m^3 = Micrograms per cubic meter
NS = No standard
J = Estimated concentration
E = Exceeds instrument calibration range

Table 4. Sub-Slab Soil Vapor Analytical Results, November 21, 2023

Sample ID	Concentration (µg/m^3)				
	PCE	TCE	cis-1,2-DCE	trans-1,2-DCE	Vinyl Chloride
Residential VISL	*1,390*	*69.5*	*NS*	*1,390*	*55.9*
Industrial VISL	*6,550*	*328*	*NS*	*6,550*	*1,040*
Sub-Slab-01	230	<4.9	<6.7	<16	<42
Sub-Slab-DUP (duplicate of Sub-Slab-01)	270	<4.9	<6.7	<16	<42
Sub-Slab-02	Sample tube broken in transit				
Sub-Slab-03	Sample tube broken upon retrieval				
Sub-Slab-04	**100,000**	17	<6.8	<16	<42

Bold indicates that value exceeds the New Mexico Environment Department vapor intrusion screening level (VISL) for industrial use.
µg/m^3 = Micrograms per cubic meter TCE = Trichloroethene NS = No standard
PCE = Tetrachloroethene DCE = Dichloroethene

Table 5. Groundwater Analytical Results

Sample Name	Concentration (µg/L)			
	NMWQCC Standard	Wastewater Composite	MW-1	MW-1D
Sample Date		*10/5/2023*	*10/25/2023*	*10/25/2023*
Constituents of Concern				
Tetrachloroethene (PCE)	5	<1.0	1.6	1.6
Trichloroethene (TCE)	5	<1.0	<1.0	<1.0
cis-1,2-dichloroethene (DCE)	70	<1.0	<1.0	<1.0
trans-1,2-DCE	100	<1.0	<1.0	<1.0
Vinyl chloride	2	<1.0	<1.0	<1.0
Other Detected Constituents				
Toluene	1,000	26	3.4	3.4
1,2,4- Trimethylbenzene	NS	<1.0	1.8	1.9
Xylenes, Total	620	<1.5	4.6	4.5

µg/L = Micrograms per liter
NMWQCC = New Mexico Water Quality Control Commission
NS = No standard