

COUNCIL DECISION REQUEST

SUBJECT: WQARF Treatment Plant Agreement

MEETING DATE: July 7, 2011

PAYSON GOAL: NEW: EXISTING: X

ITEM NO.:

TENTATIVE SCHEDULE: Immediate

SUBMITTED BY: *CPW*
Buzz WATNER

AMOUNT BUDGETED: \$-0-

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

EXPENDITURE REQUIRED: \$-0-

CONT. FUNDING REQUIRED: N/A

DW

EXHIBITS (If Applicable, To Be Attached): ADEQ/ Town of Payson Amended Governmental Agreement

POSSIBLE MOTION: I MOVE TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO ENTER INTO AN AMENDED GOVERNMENTAL AGREEMENT FOR THE OPERATION OF THE AERO DRIVE GROUNDWATER REMEDIATION TREATMENT PLANT AND TO ALLOCATE ALL COSTS TO THE WATER ENTERPRISE FUND.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION: The Arizona Dept. of Environmental Quality (ADEQ) and the Town of Payson operate the Aero Drive groundwater treatment plant for the removal of contaminants from the central Payson groundwater aquifer. ADEQ does not have sufficient funds to contribute \$100,000.00 per year for the operation of the plant as required in the existing intergovernmental agreement between the Town and ADEQ. Because Payson is paying for all costs associated with the operation of the plant, we want to eliminate some costly and unnecessary operational routines required under the existing agreement. ADEQ and the Town agree that the existing requirement for monthly engineering oversight of plant activities can be reduced to a brief semi-annual contaminant-loading calculation report performed by an approved environmental engineering firm. This change will save the Town approximately \$37,000.00 per year.

PROS: Reduced WQARF plant operating costs with no loss of safety or water quality.

CONS: N/A

PUBLIC INPUT (if any): N/A

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes): N/A

JUL 07 2011 *I.3*

COUNCIL DECISION REQUEST

FUNDING: Annual WQARF groundwater treatment plant operating costs in Water Enterprise Fund rational budget.

Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:

FM
3A: _____ Date: _____

**AMENDED
GOVERNMENTAL AGREEMENT**

Between

**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
and
TOWN OF PAYSON**

THIS AMENDED AGREEMENT is between the **STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**, established pursuant to A.R.S. § 49-102, and the **TOWN OF PAYSON**, a municipal corporation.

The purpose of this Agreement is to establish an understanding and procedure between the Department and the Town under which: the Expanded Groundwater Treatment System (the "Treatment System") will be owned, operated, maintained and repaired; and water treated by the Treatment System will be distributed into the Town Municipal Water System.

This document, including the Operations and Maintenance Plan (Attachment 1), the Drinking Water Compliance Plan (Attachment 2), the Responsibilities of Operating and Maintaining the EGTS (Attachment 3), and EGTS Semi-Annual Tracking Report (Attachment 4), and modifications approved in accordance herewith, shall constitute the entire Agreement between the Parties and supersede all other understandings, oral or written relating to the Treatment System described herein.

This Agreement is an amendment of that Intergovernmental Agreement between ADEQ and the Town of Payson, ADEQ Contract No. 04-0026.

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement.

ADEQ

TOWN OF PAYSON

Waste Programs Division Director

Mayor

Date: _____

Date: _____

AGREEMENT TERMS

1.0 Definitions.

The following definitions shall apply to the terms used in this Agreement, except where the context requires otherwise:

- 1.1 "Agreement" means this Amended Governmental Agreement and all Attachments thereto.
- 1.2 "Department" or "ADEQ" means the Arizona Department of Environmental Quality.
- 1.3 "Director" shall mean the Director of the Arizona Department of Environmental Quality.
- 1.4 "EGTS" shall mean the Expanded Groundwater Treatment System consisting of the components housed within the EGTS building located at 204 West Aero Drive, Payson, Arizona, wells TOP-4, TOP-5R, TOP-19, Skinner, EX-1, EX-2, and all electrical lines, and water conveyance piping connected to the components within the EGTS building, excluding the drinking water distribution pumps, chlorination system, and drinking water supply piping to the Town of Payson's 100,000 gallon water storage reservoir.
- 1.5 "Major Components" shall mean the following components of the EGTS: transducers, hardness treatment systems, variable frequency drives, programmable logic controller, electrical control panels, electrical power distribution system, liquid flow meters, human machine interface software, untreated water influent manifold and valves, prefilters and check-valves, liquid-phase carbon units, backflush tank, backflush transfer pump, pressure sensors, treated effluent manifold, valves between the carbon vessels and the distribution water tank, treated water backflush piping, valves between distribution pump riser pressure manifolds and the carbon vessels, control room heating and cooling equipment, and treatment system computer.
- 1.6 "MCL" shall mean Maximum Contaminant Level as established for any contaminant by the ADEQ and/or the United States Environmental Protection Agency.
- 1.7 "Parties" shall mean the ADEQ and the Town of Payson.
- 1.8 "Raw groundwater samples" shall mean any water samples collected at the following sample ports: SPA-1' or SPB-1' for the EGTS (footnote 1: if carbon vessel CVA is in the primary position; footnote 2: if carbon vessel CVB is in the primary position).

- 1.9 "Regulated contaminant" shall mean any physical, chemical, biological, microbiological or radiological substances in water regulated by the Safe Drinking Water Act.
- 1.10 "Safe Drinking Water Act" shall mean the Federal Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j-26 and the MCLs established for regulated contaminants as adopted by the Arizona drinking water regulations in Title 18, Ch.4, Art. 2.
- 1.11 "Shall" means that which is mandatory.
- 1.12 "Skinner" shall mean Town of Payson well (ADWR #55-516904) located at 1002 South Stover Road, Payson, Arizona.
- 1.13 "State" shall mean the State of Arizona and/or ADEQ.
- 1.14 "Subcontract" shall mean any contract between the Town and a third party to provide all or a specified part of the activities which the Town has agreed to provide in accordance with this Agreement.
- 1.15 "Target VOCs" shall mean the volatile organic compounds tetrachloroethylene (PCE), trichloroethylene (TCE), 1,1 Dichloroethene (1,1 DCE), 1,2 Dichloroethane (1,2 DCA), benzene, ethyl benzene, toluene, xylene, methyl tertiary butyl ether (MTBE) and their degradation byproducts, if any, located in the groundwater within the eastern portion of the Town of Payson Production Area 2 and originating from the vicinity of West Aero Drive and the Beeline Highway.
- 1.16 "TOP-4", "TOP-5R", "TOP-19" EX-1 and EX-2 wells shall mean the following: (a) TOP-4 means Town of Payson well (ADWR #55-516580) located at 913 South Meadow Street, Payson, Arizona; (b) TOP-5R means Town of Payson well (ADWR #55- 534182) located at 204 West Aero Drive, Payson, Arizona; (c) TOP-19 means Town of Payson well (ADWR #55-519459) located at 204 West Aero Drive, Payson, Arizona; (d) EX-1 means ADEQ extraction well 1 (ADWR #55-584199), located at 900 South Western Road, Payson, Arizona, (e) EX-2 means ADEQ extraction well 2 (ADWR #55-584198), located at 900 South Western Road, Payson, Arizona.
- 1.17 "Town" shall mean the Town of Payson, Gila County, Arizona.
- 1.18 "Town's Normal Utility Expenses" shall mean all costs and expenses associated with the Town's water utility business, including but not limited to storage, pumping, transmission and distribution costs; personnel costs, administrative and general expenses related to the Town's utility operations, and monitoring, recordkeeping and reporting costs required by this Agreement and Arizona laws and regulations governing public drinking water systems.

- 1.19 "Treated groundwater samples" shall mean any water samples collected at the following sample ports: SPA-21 or SPB-22 for the EGTS (footnote 1: if carbon vessel CVA is in the primary position; footnote 2: if carbon vessel CVB is in the primary position).
- 1.20 "Treatment System" shall mean the EGTS.
- 1.21 "VOCS" shall mean the volatile organic compounds identified in A.A.C. R 18- 4- 211.

2.0 Purpose.

- 2.1 Based on its environmental investigations, ADEQ has determined that groundwater in the Town of Payson, Arizona is contaminated by hazardous substances, including tetrachloroethylene ("PCE"), MTBE and petroleum hydrocarbons, including gasoline.
- 2.2 ADEQ has determined that it is necessary to undertake certain investigations, monitoring, testing and remedial actions to abate the risk to the public health or welfare and to the environment posed by the presence of the hazardous substances and petroleum hydrocarbons in the groundwater.
- 2.3 ADEQ has determined that, subject to Section 13.0, the Water Quality Assurance Revolving Fund ("WQARF") should be used in conducting remedial actions in response to the releases of hazardous substances and petroleum hydrocarbons into the environment and, as a result, signed an Emergency Decision Record for Payson on October 2, 1990 and a Letter of Determination for an interim groundwater remedy on March 15, 1996 ("LOD").
- 2.4 ADEQ has determined that, subject to Section 13.0, WQARF should be used to fund and maintain the Treatment System to address the loss or reduction of available water from wells located in the eastern portion of the Town of Payson Production Area 2 prior to selection of a remedy.

Pursuant to A.R.S. § 49-282.03, the Director determines that:

1. Wells located within the eastern end of Town of Payson Production Area 2 are currently a part of the Town of Payson municipal drinking water distribution system.
2. The wells produce water that is not fit for its current or reasonably foreseeable end use without treatment due to the release of hazardous substances at or from a site to be established on the registry pursuant to A.R.S. § 49-287.01(D).

3. The interim remedial action selected for the wells is the minimum necessary to address the loss or reduction of available water until a remedy is selected.
- 2.5 The Town has entered into a lease with the State of Arizona dated May 12, 1997 and recorded in the Records of the Gila County Recorder's Office as Fee No. 199815756 on October 5, 1998 for a parcel of real property at 204 West Aero Drive, Payson, Arizona for the purpose of installing, operating and maintaining the Treatment System.
- 2.6 The Parties agree that cooperation between them is necessary in order to conduct the groundwater remediation as identified in the LOD; thus, they willingly enter into this Agreement for purposes of specifying the duties and rights which both shall have with respect to such remediation. Subject to Section 13.0, ADEQ herein agrees to pay for a portion of the operation and maintenance of the Treatment System. The Town herein agrees to conduct and pay for other portions of the operation and maintenance thereof as well as to accept into its municipal water system specified amounts of the water treated, provided that such water meets the water quality limits set forth in this Agreement. The Parties, therefore, enter into this Agreement so as to specify their respective rights and duties.
- 3.0 ADEQ's Rights and Duties.
 - 3.1 ADEQ shall be responsible for that portion of their operation, maintenance, modifications and repair as specified in this Agreement.
 - 3.2 ADEQ shall retain title to and ownership of the Treatment System, the building which houses the Treatment System, and all apparatus and equipment designed to treat Target VOCs in the groundwater.
 - 3.3 The Parties agree that the State is not an "owner" or "operator" of a public water system by virtue of its retention of title to the Treatment System, its regulatory supervision of the Treatment System, including the monitoring of the Treatment System by remote telemetry, or its payment of those operation and maintenance costs associated with the Treatment System as more fully set forth in this Agreement.
 - 3.4 Subject to Section 13.0, ADEQ shall directly pay the following costs for the Treatment System under separate contracts between ADEQ and its contractors:
 1. Repair and necessary replacement of (a) the submersible pumps in wells TOP-4, TOP-5R, TOP-19, EX-1, EX-2 and Skinner.

2. Repair and necessary replacement of Major Components of the Treatment System including labor costs.
3. Engineering, and "troubleshooting" of Major Components by a qualified consultant or consultants retained by ADEQ if the Treatment System is not meeting the trigger levels for Target VOCs (Attachment 1, section 13).
4. Training of Town personnel in the use of the Operation and Maintenance manuals for the Treatment System.
5. All other costs not otherwise set forth in this Agreement which are determined by ADEQ and the Town as necessary and proper for the operation and maintenance of the Treatment System, which are not the Town's Normal Utility Expenses, and which the Town is not obligated by this Agreement to pay.

3.5 Subject to Section 13.0, ADEQ shall pay for the following costs associated with operating and maintaining the Treatment System for the treatment of Target VOCs by providing funding to the Town in accordance with the provisions of Paragraph 3.6 of this Agreement:

1. Contract vendor labor and supply costs for changeout of liquid and vapor phase GAC units plus 10% of the total cost of the contract with the vendor for changeout of liquid and vapor phase GAC as payment to the Town for administering the contract with the carbon vendor. ADEQ may, at its own discretion, provide the liquid and vapor phase GAC units itself.
2. Replacement costs for acid, caustic, isobutylene, miscellaneous spare parts (e.g., bearings, valves, seals) and bag filters.
3. 65% of each and every electric bill for the Treatment System.
4. Dedicated telephone and facsimile for telephone and facsimile equipment located within the building which houses the Treatment System.
5. Laboratory charges for analyses of raw and treated groundwater samples and air quality samples plus 10% of the total cost for laboratory analyses of raw and treated groundwater samples and air quality samples as payment to the Town for administering the contract with the laboratory.
6. The costs of a qualified environmental engineering firm for purposes of evaluating the performance of the Treatment System as set forth in Attachment 3, plus 10% of the total contract amount for the qualified

engineering firm as payment to the Town for administering the contract with the engineering firm.

- 3.6 Subject to Section 13.0, ADEQ shall pay invoices submitted by the Town (as reimbursement for those tasks set forth in Paragraph 3.5) as set forth in Paragraph 4.8 within thirty (30) days of receipt.
- 3.7 Other than under emergency conditions, ADEQ shall specify in writing the manner and method of operating the Treatment System, including the rate of groundwater extraction, the sequence of well extraction and conditions for startup/shut down of the Treatment System. Where possible, ADEQ shall consult with the Town with respect to such operational issues and shall provide as much advance notice as possible of its directions. Nothing in this Agreement shall be construed to confer upon the Town, its water customers, or any person not a party to this Agreement a contractual right, entitlement or right to rely on water treated by the EGTS at a certain rate or volume (whether expressed in terms of gallons per minute or acre-foot a year) for discharge into the Town Municipal Water System, nor shall this Agreement be construed as an obligation on the part of the State to provide the same for the term of this Agreement.

4.0 The Town's Rights and Duties.

- 4.1 The Town shall operate and maintain the Treatment System in accordance with this Agreement, Attachment 1, Attachment 2, Attachment 3, and Attachment 4.
- 4.2 Capture and containment of the Target VOC contaminant mass within the eastern portion of the Town of Payson Production Area 2 in the vicinity of the West Aero Drive and the Beeline Highway is achievable only through continuous extraction and treatment of the groundwater from extraction wells, TOP-4, TOP-5R, TOP-19, Skinner, EX-1 and EX-2. The Town represents that its municipal water system is capable of receiving under normal operating conditions 200 gallons per minute of groundwater treated by the Treatment System and that it will operate its water system in such a way so as to accept, without limitations or conditions not otherwise expressed in this Agreement, groundwater treated by the Treatment System which meets Safe Drinking Water Act levels 24 hours a day, 7 days a week (except for startup/shutdown of the Treatment System for routine maintenance, troubleshooting or under emergency or Contingency Plan conditions) for the entire term of this Agreement.
- 4.3 The Town shall directly pay, and shall not seek reimbursement from the State or, specifically, the WQARF fund, the following costs with respect to the Treatment System:
1. The Town's Normal Utility Expenses.

2. Property and ad valorem taxes for the real property upon which the Treatment System is located.
 3. Propane gas heating for the building which houses the Treatment System.
 4. Labor and supply replacement costs of the chlorination systems and chlorine.
 5. 35% of each and every electric bill for the Treatment System.
 6. Personnel and material costs to conduct the collection and laboratory delivery of raw and treated groundwater samples (performance samples), and drinking water compliance samples.
 7. Laboratory charges for analyses of drinking water quality compliance samples.
 8. Personnel costs of Town employees in carrying out the responsibilities of the Town under this Agreement.
 9. Repair and necessary replacement of the drinking water distribution pumps for the EGTS, including labor costs.
 10. Maintenance and repair of the 100,000 gallon water storage reservoir and drinking water supply piping located at 204 West Aero Drive, Payson, Arizona.
 11. Replacement costs for miscellaneous spare parts (e.g. bearings, valves, seals) and bag filters.
- 4.4 The Town shall exercise reasonable care with respect to operation, maintenance and repair of the Treatment System, including (without limitation) compliance with the standards and requirements set forth in Attachment 1. The Town shall assume funding responsibility for the repair or replacement of component parts of the Treatment System only where such repair or replacement is required as a result of the Town's gross negligence.
- 4.5 The Town shall monitor groundwater treated by the Treatment System for drinking water compliance purposes shall be at the Point of Entry to the Town Municipal Water System as specified in Attachment 2.
- 4.6 The Town shall employ, as needed and upon ADEQ approval, a qualified consultant to perform any duties, such as performing necessary calculations to evaluate the

performance of the Treatment System, which it concludes, in its sole discretion, that it cannot competently perform itself. The Town shall not be required to employ or pay for an outside consultant to evaluate the performance of the Treatment System that the Town can competently perform itself.

- 4.7 The Town shall submit to ADEQ, on a semi-annual basis, a report containing information on the volume of water in gallons treated by the EGTS and the pounds of Target VOCS (PCE, TCE, 1,2-DCE and MTBE) removed from groundwater in a form substantially similar to the report attached hereto as Attachment 4.
- 4.8 For any month during which ADEQ makes payments as required under this Agreement, subject to Paragraph 3.6 and Section 13.0, the Town shall submit an invoice with sufficient documentation of its incurred costs for conducting those tasks set forth in Paragraph 3.5 by the last day of the month following the month during which the Town has incurred costs which ADEQ is obligated to pay. For costs incurred during the month of June, the Town shall submit the invoice no later than July 7. The invoice shall include copies of all electric billings for the Treatment System, separate invoices and copies of billings and receipts from all subcontractors, rental charges, materials purchased, and equipment used. If the Town requires additional time to timely submit an invoice, the Town shall immediately advise the chief financial officer of ADEQ so that ADEQ may take appropriate action to remain in compliance with WQARF statutory reporting requirements. Invoices, correspondence, and reports from the Town pursuant to this Paragraph shall be sent to:

Remedial Projects Unit Manager
Arizona Department of Environmental Quality
1110 West Washington
Phoenix, Arizona 85007

(602) 771-4703 (phone)
(602) 771-4272 (facsimile)

with copies to:

Michael Clark, Chief Financial Officer
Arizona Department of Environmental Quality
1110 West Washington
Phoenix, Arizona 85007
(602) 771-4756 (phone)

The State may change the person to whom notice is to be given pursuant to this Paragraph upon giving ten (10) days written notice.

5.0 ADEQ's Responsibilities: System Design, Modification and Repair.

ADEQ will provide any modifications and repairs of Major Components of the Treatment System during the term of this Agreement. If $\frac{1}{2}$ of the MCL for any Target VOC is exceeded at Sampling Ports SPA-2 or SPB-2, ADEQ will, at its expense, take whatever action is necessary or appropriate, including but not limited to, modification or repair of the Treatment System to bring the water quality at Sampling Ports SPA-2 or SPB-2 to an acceptable level that does not exceed $\frac{1}{2}$ of the MCL for the Target VOC.

6.0 Mutual Rights and Duties.

- 6.1 Nothing in this Agreement shall be construed as a responsibility of the State to monitor or treat any contaminants in groundwater other than Target VOCS.
- 6.2 The discharge of water treated by the Treatment System into the Town Municipal Water System qualifies the Treatment System as a component of a public drinking water distribution system subject to regulation under Arizona Administrative Code Title 18, Ch. 4. It is the responsibility of the State to ensure that the Treatment Systems, when operated in accordance with its respective Operations and Maintenance Manual, removes Target VOCS from groundwater at levels less than $\frac{1}{2}$ of the MCL for each such Target VOC. Nothing in this Agreement shall be construed to deem the State a "water supplier" as that term is defined in A.A.C. R 18-4-101(101) or to otherwise subject the State to regulation under the Safe Drinking Water Act. The Town agrees to assume the monitoring, reporting and recordkeeping requirements of this Agreement, A.R.S. Title 18, Ch. 4 and the Safe Drinking Water Act as the operator of the Treatment System.
- 6.3 The Parties acknowledge and agree that the Treatment System may subsequently require modification to ensure proper treatment and removal of Target VOCS. In the event that the concentration of any Target VOC exceeds $\frac{1}{2}$ of its MCL in water treated by the Treatment System, ADEQ, the Town and the ADEQ's consultants shall immediately meet and confer to determine whether there is a problem with the design, construction, operation, maintenance or repair of the Treatment System and, if so, what action, if any, needs to be taken to assure that the concentration of any Target VOC will not exceed $\frac{1}{2}$ of the MCL established for Target VOCS. If it is determined that modification or repair of the Treatment System is required, ADEQ shall promptly commence the design of such modification and shall promptly construct the modification or undertake the repair at its expense and pay for expedited analyses of performance samples required to achieve system startup. Nothing contained in this Paragraph, however, shall obligate ADEQ to undertake the modification of the Treatment System if the failure to meet the foregoing operational standard is caused by the Town's failure to properly operate, maintain or repair the Treatment System as required in Paragraph 4.4 of this Agreement.

7.0 Access to Information.

Subject to the business confidentiality privileges of A.R.S. § 49-205, the attorney-client privilege or any other privilege recognized by state law, both Parties to this Agreement shall have full, complete and equal access to data and information prepared under the Agreement on a no-charge basis. However, no documents, reports, or other information created or generated pursuant to the requirements of this Agreement shall be withheld from any party to this Agreement on the grounds that they are privileged.

8.0 Assignment.

Neither Party may assign any rights or obligations hereunder without the express, written, prior consent of the other Party.

9.0 Successors and Assigns.

This Agreement binds and inures to the benefit of the Town and the State of Arizona and their respective agencies, representatives, successors and assigns.

10.0 Insurance.

The Parties shall maintain insurance or self-insurance of the following types for the term of this Agreement and for a period of thirty-six (36) months after termination of this Agreement:

- 10.1 Commercial General Liability, with minimum limits of \$1,000,000 per claim, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG25031185, issued on an occurrence basis. The policy shall include coverage for:

Bodily Injury.

Broad Form Property Damages (including completed operations). Personal Injury.

Blanket Contractual Liability.

Products and completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this Agreement.

Fire Legal Liability.

- 10.2 Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, issued on a per occurrence basis, with Insurance Service Office, Inc. declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto.

- 10.3 Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A): Statutory Arizona benefits
Employers Liability (Coverage B): \$500,000 each accident; \$500,000 each employee/disease;
\$1,000,000 policy limit/disease.

The policy shall include endorsement for All State coverage for state of hire.

- 10.4 The Parties reserve the right to request and receive certified copies of all policies and endorsements within 30 calendar days of signature of this Agreement.

Policies and endorsements required by this Paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the other Party. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this Agreement.

11.0 Cooperation and Public Disclosure.

The Parties agree to exchange technical information, conduct regular technical meetings and work jointly to develop appropriate technical solutions for effectuating this Agreement. The Parties further agree to cooperate with each other and work together to inform and advise the public, including the EPA, local citizens and the Community Advisory Board regarding their performance under this Agreement, and to consult with each other in advance of the publication or distribution of any informational materials related to the Treatment Systems.

12.0 Non-Discrimination.

The provisions of Executive Order 75-5 are incorporated by reference and made a part herein.

13.0 Non-Availability of Funds.

The funds for the obligations of ADEQ as described in this Agreement are authorized in accordance with the Water Quality Assurance Revolving Fund, A.R.S. § 49-281 et seq.; and the funds for the obligations of the Town as described in this Agreement are authorized pursuant to A.R.S. § 9-240. Every payment obligation of ADEQ and the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. No liability shall accrue to the State pursuant to this Agreement in the event this provision is exercised and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. If funds are not available for ADEQ to pay for and/or reimburse the Town for those obligations set forth in paragraphs 3.4 and 3.5, the Town agrees to pay for those costs as well as its own as set forth in Section 4.0. ADEQ shall give notice to the Town as soon as practicable whether it shall have the funds necessary to pay/provide for its obligations under this section for the following State of Arizona fiscal year. If ADEQ has funding to only meet part of the obligations under this section, ADEQ shall also set forth which obligations shall be paid/provided.

14.0 Notice to ADEQ.

All notices required to be given by the Town to ADEQ other than those specified in Paragraph 4.8 shall be given, if by telephone, to Danita Hardy, Project Manager of the Payson WQARF Site, at (602) 771-4455 and, if in writing, to ADEQ addressed to:

Project Manager
Payson PCE WQARF Site
Arizona Department of Environmental Quality
Remedial Projects Unit
1110 West Washington, MB4415B-1
Phoenix, Arizona 85007

All notices in writing shall be deemed effective when mailed by regular first class mail postage prepaid or hand-delivered. The State may change the person to whom notice is to be given pursuant to this Section upon giving ten (10) days written notice, which shall not require an amendment to this Agreement.

15.0 Notice to the Town.

All notices required to be given by ADEQ to the Town shall be given, if by telephone, to Debra Galbraith at (928) 474-5242 and, if in writing, to the Town addressed to:

Buzz Walker
Public Works Director
Payson Town Hall
303 North Beeline Highway
Payson, Arizona 85541

All notices in writing shall be deemed effective when mailed by regular first class mail postage prepaid or hand-delivered. The Town may change the person to whom notice is to be given pursuant to this Section upon giving ten (10) days written notice, which shall not require an amendment to this Agreement.

16.0 No Indemnity.

The Town and the State are responsible for only their own negligence and their respective contractual obligations pursuant to this Agreement in connection with any activities conducted at the Treatment System. Neither Party to this Agreement agrees to indemnify or hold harmless the other Party from liability hereunder. However, nothing in this Agreement shall be interpreted to modify, impair, destroy or otherwise affect any common law or statutory right to indemnity or contribution that any party to this Agreement may have against each other or any other party relative to any incident arising out of the activities performed with funds provided under this Agreement.

17.0 State of Arizona and the Town of Payson Are Not Responsible Parties.

The Town and ADEQ agree that the known contamination to be remediated is present solely because it migrated from property not owned by either the Town or the State of Arizona and that, therefore, neither is a responsible party for such contamination. The Parties acknowledge that ADEQ and the Town are performing the remedial actions as set forth in this Agreement solely in their respective governmental capacities and in furtherance of their regulatory responsibilities and do not by virtue of such activities assume liability as "owner" or "operator" as those words are defined in CERCLA § 107 (42 U.S.C. § 9607) and WQARF (A.R.S. § 49-283).

18.0 Audit of Records.

Pursuant to A.R.S. §§ 35-214 and 35-215, the Town shall retain and shall contractually require any subcontractor it may utilize to perform duties under this Agreement to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of this Agreement. All records shall be subject to inspection and audit by ADEQ at reasonable times. Upon request, the Town shall produce the original of any or all such records.

19.0 Dispute Resolution.

Disputes shall be the subject of informal negotiations between the Parties to the dispute. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona. Disputes, controversies, claims or causes of action arising out of or related to the respective rights and duties of ADEQ or the Town under this Agreement, may, but in no event need, be settled by submission, with the written consent of both Parties, to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. §12-1501, et seq., and judgment upon any award rendered by the arbitrator(s) shall be entered in the Superior Court of Gila County, Arizona, or any such dispute, controversy, claim or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona. Both Parties consent in advance to such venue and jurisdiction and waive any right that Gila County is an inconvenient forum or improper forum based upon lack of venue. Neither Party shall be entitled to recover any of its attorneys fees, costs or expert witness fees from the other Party incurred in any such dispute, controversy, claim or cause of action, but each Party shall bear its own such costs, whether the same is resolved through arbitration, litigation in a court or otherwise.

Notwithstanding the foregoing, no action or decision by ADEQ relating to the manner and method of the operation of the Treatment Systems, including the rate of groundwater extraction, the sequence of well extraction, the conditions for startup/shutdown of the Treatment System for the treated water shall constitute a final or appealable agency action giving rise to any right to binding or non-binding arbitration, administrative hearing or any right of judicial review based on this Agreement. Such action or decision shall be committed to the discretion of ADEQ, whose action or decision shall be final and non-reviewable.

20.0 Agreement Term.

The term of this Agreement shall commence on the Effective Date as set forth in Section 21.0 and shall remain in effect until Termination as set forth in Section 26.0.

21.0 Effective Date.

This Agreement shall become effective on the date the Agreement is signed by the ADEQ Waste Programs Division Director.

22.0 Amendment.

This Agreement may be amended by mutual agreement of ADEQ and the Town. The ADEQ Project Manager designated in Section 14 shall have the authority to execute modifications on behalf of ADEQ. The Public Works Director for the Town shall have the authority to execute modifications for the Town. Such amendments shall be in writing and shall have as the effective date the date on which such amendments are signed by the ADEQ Project Manager.

23.0 Severability.

The provisions of this Agreement are severable to the extent that any provision held to be invalid shall not affect any other provision of this Agreement, which shall remain in effect without the invalid provision.

24.0 Cancellation of State Contracts.

Both Parties may cancel this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511 by providing written notice to the other Party at least thirty (30) days prior to the effective date of such cancellation.

25.0 Applicable Law.

The law of Arizona applies to this Agreement.

26.0 Termination.

26.1 ADEQ or the Town may terminate this Agreement at any time, with or without cause, after giving thirty (30) days written notice of termination to the other Party. The notice shall specify the effective date of the termination. The Agreement may be terminated by the mutual written consent of the Parties specifying the termination date therein. In the event this Agreement is terminated, with or without cause, the equipment, instruments, housing, supplies and other materials paid for by the State of Arizona in advance of this Agreement or in furtherance of this Agreement, shall remain the property of the State. ADEQ reserves the right to continue operation of the Treatment System utilizing the reinjection of treated water within the eastern portion of the Town of Payson Production Area 2 at specific locations to be determined by ADEQ if this Agreement is terminated by either Party.

26.2 In the event this Agreement is terminated, the Town shall deliver all finished or unfinished documents, data and reports prepared in the course of this Agreement to ADEQ.

- 26.3 Provided that the Town obtains the beneficial use of any water produced by the Treatment System, the termination of this Agreement shall not terminate the Lease Agreement by and between the State of Arizona and the Town of Payson, dated May 12, 1997, relating to the lease to the State of Arizona of that real property located at 204 West Aero Drive, Payson, Arizona, and recorded in the Records of the Gila County Recorder's Office.
- 26.4 Disposition of equipment, instruments, housing, supplies and other materials paid for by the State in advance of this Agreement or in furtherance of this Agreement shall be in accordance with Arizona Administrative Code R2-15303(E).
- 26.5 Sections 3.2, 3.3, 3.7, 6.1, 10.0, 13.0, 16.0, 18.0, 25.0, 26.2, 26.3, and 26.4 shall survive the termination of this Agreement.

**GOVERNMENTAL AGREEMENT
OPERATIONS AND MAINTENANCE PLAN**

Expanded Groundwater Treatment System (EGTS)

Payson WQARF Site

ATTACHMENT 1

PURPOSE

The purpose of this Operations and Maintenance Plan is to set forth the respective responsibilities of the Parties in operating the Expanded Groundwater Treatment System ("EGTS").

SECTION 1 - SYSTEM DESCRIPTION

The EGTS is designed to extract groundwater from up to eight wells to contain and control an existing plume of VOCs within the groundwater aquifer. In the EGTS's first phase, groundwater is extracted from the TOP-4, TOP-5R, TOP-19, Skinner, EX-1, and EX-2 wells only. In its current configuration, the EGTS can treat up to 500 gallons of water per minute and consists of these six wells, hardness treatment at each wellhead, two prefilters, and two GAC vessels, which contain 20,000 pounds each of GAC (the system can be expanded to treat water from a total of eight wells at a flow rate of up to 800 gallons per minute). Groundwater is pumped from the wells through hardness treatment devices to prevent scaling, and then through a network of pipes to the untreated water influent manifold. The EGTS treats the water first with prefilters to remove solids, and second with two liquid phase GAC vessels connected in series to remove the VOCS. As the treated water leaves the building which houses the EGTS, it is chlorinated in the discharge piping. Chlorinated finished water is then routed into the Town's 100,000 gallon water storage reservoir before it is discharged to the Town's Municipal Water System.

SECTION 2 - OPERATOR

The Operator of the Treatment Systems shall be the designee assigned in Section 2 of the Drinking Water Compliance Plan (Attachment 2 of this Agreement).

SECTION 3 - THE TOWN'S RESPONSIBILITIES

The Town shall be responsible for the following tasks:

Operate and maintain the EGTS in accordance with this Plan and the Final Operations and Maintenance Manual, Expanded Groundwater Treatment System, Payson WQARF site, October 1998 ("EGTS Manual").

Collect raw and treated water samples ("performance samples") in accordance with Section 4.3 of the EGTS Manual.

Enter into a contract with a Arizona Department of Health Services certified laboratory (or a mutually agreeable alternate) to analyze the EGTS performance samples in accordance with Sections 10 and 11 of this Attachment.

Enter into a contract with a qualified GAC vendor to supply GAC for liquid phase GAC replacement during changeouts.

Notify the ADEQ Remedial Projects Unit and implement the Contingency Plan of Section 12 of this Attachment in the event that one or more Target VOCs in the treated water from the primary GAC (SPA-2 or SPB-2) exceeds one-half of its MCL.

SECTION 4 - OPERATIONAL DATA REQUIREMENTS

Operational data includes the parameters set forth in Section 4.1 of the EGTS Manual, and any data pertaining to maintenance activities requiring system shutdown. Operational data shall be collected on a weekly basis and during additional events as listed in Section 4 of the EGTS Manual. A separate Operational Data Form or Equipment Operation Form for the EGTS will be completed each week the systems are monitored. The Equipment Operation Form is included in Section 4.1 of the EGTS Manual. The Town shall update a Component Maintenance Form each time a maintenance, repair, or replacement activity is performed on a piece of equipment for the Treatment System and the components and piping connected to the Treatment System. The Town shall maintain a copy of each updated Component Maintenance Form onsite in a three ring binder.

The Town shall record the appropriate operational data on the Operational Data Form, EGTS logbook or the Equipment Operation Form for the EGTS for those activities described in Section 2 of this Attachment. A record shall be made of events such as routine maintenance and service, orders placed with vendors, field activities, system performance anomalies, system shutdowns, component failures and summaries of meetings or discussions with subcontractors, engineers or operators.

SECTION 5 - LOGBOOK

A logbook shall be maintained in the EGTS building at all times. All personnel, vendor and consultant visits shall be recorded in each logbook and shall include name, organization, purpose, dates, times, and any other pertinent information related to the visit.

SECTION 6 - RECORDKEEPING

Copies of all operational monitoring and sampling documents for the Treatment System (O&M Manuals, laboratory results, logbooks, forms, charts, chain of custody sheets) shall be maintained in the central file locations within the buildings which house the Treatment System.

SECTION 7 - OPERATION AND MAINTENANCE REQUIREMENTS

The following operation and maintenance requirements for the EGTS shall be implemented by the Town. The reference numbers refer to specific sections in the EGTS Manual.

F. Extraction Well System (Section 2.1 and Table 3 of Section 4.2) The Town shall:

- Collect total flow and wellhead pressure readings (4.1)
- Inspect on the condition of all wellhead equipment (4.1)
- Inspect on all wellhead magnetic flow totalizer meters (2.1.3)
- Collect quarterly samples at the wellheads (4.3)

Subject to Section 13, the Town shall also:

- Maintain and service variable frequency drives for all pumps (2.7.2)
- Maintain and service groundwater pumps (2.1.1)
- Adjust valves at well influent manifold (2.1)

G. Liquid Phase GAC Systems (Section 2.2 and Table 3 of Section 4.2) The Town shall:

- Monitor raw and treated water samples to assess EGTS performance (4.3.1)
- Collect all total flow and pressure readings (4.1.3)
- Initiate liquid phase carbon changeout procedures with the established vendor (2.2)
- Inspect and replace influent bag filters (2.2.2)
- Perform backwash procedures (2.3)

H. Liquid GAC Backwash System (Section 2.3 and Table 3 of Section 4.2) The Town shall:

- Inspect and maintain recirculation/transfer pump (2.3)
- Inspect, drain, characterize, and remove sediment in transfer tank (2.3)

I. Distribution Pump Station (Section 2.6 and Table 3 of Section 4.2) The Town shall:

- Maintain, repair, replace, and service the distribution pumps (2.6)

J. Chlorination System (Section 2.4) The Town shall:

- Maintain, repair, replace, and service the chlorination metering pump (2.4.1)
- Supply chlorine and prepare the chlorine solution (2.4)
- Maintain, repair, replace, and service any associated equipment such as the chlorine solution tank, supply plumbing, and mounting equipment (2.4)

K. Performance Monitoring Equipment (Section 2.1, 2.2, 2.3, 2.5, 2.6, 2.7, and Table 3 of Section 4.2) Subject to Section 13, The Town shall:

- Maintain, repair, replace, and service monitoring equipment such as flow meters, and computer system (2.1, 2.2, 2.3, 2.5, 2.6, 2.7)

SECTION 8 - HEALTH AND SAFETY EQUIPMENT AND EMERGENCY PLAN

The Town shall assure that the inventory of health and safety equipment described in Section 4.6 of the EGTS Manual is maintained in good working order within the EGTS building at all times and that all personnel wear necessary and appropriate personal protective equipment according to OSHA guidelines. When not in conflict with OSHA guidelines, all personnel shall wear necessary and appropriate personal protective equipment in accordance with Section 4.6 of the EGTS Manual while working in or in the vicinity of the EGTS building. The Town shall establish a Contingency Plan which describes the procedures necessary to address system emergencies, and any other emergency on site. A copy of the Contingency Plan established by the Town shall be maintained at the EGTS building at all times. All Town personnel and Town subcontractors working within or in the vicinity of the EGTS shall be familiar with the Contingency Plan.

SECTION 9 - SITE SECURITY

The gate to the security fence surrounding the Treatment System shall be posted "NO TRESPASSING" and shall be secured at all times. The Town shall secure the buildings which house the Treatment System at times when the buildings are not otherwise occupied by authorized personnel. Keys for the security fence lock, the locks for the buildings which house the Treatment System, and any other keys or alarm codes necessary to enter and exit the property or the buildings which house the Treatment System shall be provided to the ADEQ project manager and the Town's certified Grade 4 Operator. The ADEQ project manager, the Town's Grade 4 Operator and Water Department Superintendent, and the Town's and ADEQ's assigned agents are considered authorized personnel, and may enter the property or the buildings which house the Treatment System with prior notice to the Town. All appropriate OSHA and other safety requirements described in Section 3.2 and 4.6 of the EGTS Manual shall be complied with, including Lockout and Tagout (4.5); Locking Main Gate (3.2); Locking Access Gates to Wellhead Fencing (3.2); Building Alarm (3.2); Outdoor Lighting (3.2); Chlorination (4.6); GAC Handling (4.6); Water Leaks (4.6).

Town personnel shall become familiar with all Material Safety Data Sheets (MSDS) and shall post the same in an MSDS notebook in the buildings which house the Treatment System.

Prior to leaving the Treatment System building, Town personnel shall activate the Intruder Alert system.

SECTION 10 - ANALYSIS OF WATER SAMPLES

The Town shall collect raw and treated water samples ("performance samples") utilizing the protocols set forth in Section 4.3 of the EGTS Manual. Complete chain of custody forms will be completed by Town personnel. The Town shall have the indicated water samples delivered to a laboratory certified by the Arizona Department of Health Services or a laboratory designated by ADEQ. Appropriate QA/QC should be conducted by the laboratory. Samples analyzed with EPA Method 624 plus MTBE must be analyzed in fourteen (14) days or less as specified in the Method. The Town shall contractually require the laboratory to telephonically report all primary GAC treated water analytical results from SPA-2 or SPB-2 for the EGTS on the day of analysis or the next business day, if the result for a Target VOC listed in Section 5 of the Drinking Water Compliance Plan Attachment 2) exceeds $\frac{1}{2}$ of its MCL (the "Trigger Level"). The Town shall in turn notify the ADEQ Project Manager or his or her Unit Manager within one business day of receipt of such notice from the laboratory. The Town shall immediately implement the Target VOC Contingency Plan of Section 12 of this Attachment, notwithstanding the presence of exceptions or qualifiers noted by the laboratory in reporting the analytical result.

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SECTION 11 - SAMPLING AND ANALYSIS PROCEDURES

The Town shall collect all performance samples for Target VOCs as follows:

EGTS

Sample Location	Sample Port/ Site ID	Sampling Frequency	Analytical Method/ Parameters
Raw Water	SPA-1 ¹ , SPB-1 ²	Monthly	EPA 624 plus MTBE
Primary GAC treated water	SPA-2 ¹ , SPB-2 ²	Monthly	EPA 624 plus MTBE
Final treated water	SPB-2 ¹ , SPA-2 ²	Monthly	EPA 624 plus MTBE
Wellhead Water	SP-TOP-4, SP-TOP-5R SP-TOP-19, SP-Skinner, SP-EX1, SP-EX2	Quarterly	EPA 624 plus MTBE

Notes: ¹ If GAC Vessel A is in the primary position.

² If GAC Vessel B is in the primary position.

SECTION 12 - TARGET VOC CONTINGENCY PLAN

If any primary GAC treated water analytical result of a Target VOC from the EGTS (SPA-2 OR SPB-2) exceeds ½ of its MCL (the "Trigger Level"), the Town shall, immediately upon receipt of the result, implement an immediate system shutdown and notify the ADEQ Project Manager within one business day. The Target VOCs and their corresponding trigger levels are shown on the following chart:

NAME/CODE	EPA ANALYSIS METHOD	METHOD DETECTION LIMIT (mg/l)	MCL (mg/l)	TRIGGER (½ MCL) (mg/l)
Xylenes, total	EPA 624 plus MTBE	0.002	10	5
Trichloroethylene	EPA 624 plus MTBE	0.001	.005	0.0025
Tetrachloroethylene	EPA 624 plus MTBE	0.001	.005	0.0025
1,1,Dichloroethylene	EPA 624 plus MTBE	0.002	.007	0.0035

1, 2 Dichloroethane	EPA 624 plus MTBE	0.001	.005	0.0025
Benzene	EPA 624 plus MTBE	0.001	.005	0.0025
Toluene	EPA 624 plus MTBE	0.001	1	0.5
Ethylbenzene	EPA 624 plus MTBE	0.001	.7	0.35
Methyl Tertiary Butyl Ether (MTBE)	EPA 624 plus MTBE ¹	0.0025	0.035 ²	0.0175 ²

Notes: ¹ The laboratory must be notified that MTBE is to be reported.

² No MCL is established for this contaminant. The EPA Action Level is the standard for this Plan.

**GOVERNMENTAL AGREEMENT
DRINKING WATER COMPLIANCE PLAN**

Expanded Groundwater Treatment System (EGTS)

Payson WQARF Site

ATTACHMENT 2

PURPOSE

The purpose of this Drinking Water Compliance Plan is to provide the terms and conditions for delivery of water treated by the Treatment System into the Town of Payson Municipal Water System and the monitoring requirements to determine compliance with the Maximum Contaminant Levels for regulated contaminants.

SECTION 1 - SYSTEM DESCRIPTIONS

The EGTS is located at 204 West Aero Drive, Payson, Arizona. The EGTS is designed to extract groundwater from up to eight wells to contain and control an existing plume of VOCs within the groundwater aquifer. In the EGTS's first phase, groundwater is extracted from the TOP-4, TOP-5R, TOP-19, Skinner, EX-1 and EX-2 wells only. In its current configuration, the EGTS can treat up to 500 gallons of water per minute and consists of these six wells, hardness treatment at each wellhead, two prefilters, and two GAC vessels, which each contain 20,000 pounds of GAC (the system can be expanded to treat water from a total of eight wells at a flow rate of up to 800 gallons per minute). Groundwater is pumped from the wells through hardness treatment devices to prevent scaling, and then through a network of pipes to the untreated water influent manifold. The EGTS treats the water first with prefilters to remove solids, and second with two liquid phase GAC vessels connected in series to remove the VOCS. As the treated water leaves the building which houses the EGTS, it is chlorinated in the discharge piping. Chlorinated finished water is then routed into the Town's 100,000 gallon water storage reservoir before it is pumped directly to the Town of Payson Municipal Water System (PWS # 04-04-032).

SECTION 2 - OPERATOR

A. Designee

Ms. Karen Probert has a Grade 4 water treatment plant operator's license issued by the Arizona Department of Environmental Quality (ADEQ). Her certification number is 09624.

Telephone: (928) 474-5242; cellular number: (928) 978-6106
24-hour on-duty phone number: (928) 474-5177

B. The Town's Responsibilities

The Town shall conduct the following tasks:

1. Operate and maintain the Treatment System in accordance with the Operations and Maintenance Plan (Attachment 1).
2. Collect drinking water compliance samples at Point of Entry ("POE") No. 026 on a monthly basis and forward such samples to an ADHS licensed laboratory.

3. Review water quality compliance laboratory analytical results for all water samples collected at POE No. 026 and forward such results to the ADEQ Drinking Water Compliance Unit.
4. Maintain the disinfection system and supply disinfectant.
5. Implement the Contingency Plan of Section 9 of this Attachment in the event that a VOC analytical result exceeds a Trigger Level, as defined in Section 9 of this Attachment.
6. Calculate the rolling average compliance test for VOCs on a monthly basis.
7. File quarterly reports with the ADEQ Drinking Water Compliance Unit.

SECTION 3 - MONTHLY REPORTS

The operator shall submit monthly reports to the ADEQ Drinking Water Compliance Unit which contain copies of all laboratory analytical results of drinking water quality compliance samples on ADEQ approved forms.

SECTION 4 - SAMPLE COLLECTION, ANALYSIS AND COMPLIANCE PROCEDURES

A. Sampling Protocol

Town personnel shall collect drinking water compliance samples from the EGTS. Sampling protocols, including QA/QC, will follow the guidelines established in the Quality Assurance Project Plan (QAPP), in the section for Drinking Water Sampling, published by ADEQ (May, 1991), and as that Plan may be amended from time to time. Complete chain of custody forms will be completed by the Town. If, and when, the QAPP is amended, ADEQ shall notify the Town of the amendment.

B. Monitoring Locations

Monitoring for the Treatment System will be in accordance with R18-4-218, at a point after treatment, but before water enters the municipal water system. The Treatment System's drinking water compliance samples shall be collected from POE No. 026 (sampling port on the discharge side of the 100,000 gallon storage reservoir located at 204 West Aero Drive, Payson, Arizona).

C. Analysis of Water Samples

The Town shall deliver drinking water compliance samples to a laboratory certified by Arizona Department of Health Services qualified to conduct appropriate analytical testing using EPA approved Methods. Appropriate QA/QC should be conducted by the laboratory. Samples analyzed with Method 524.2 must be analyzed in 14 days or less, or as specified in the Method.

The Town shall contractually require the laboratory to telephonically report all analytical results which reflect an exceedance of any constituent by $\frac{1}{2}$ $\frac{1}{2}$ of its MCL on the day of analysis, or no later

than the next business day. The Town shall, in turn, immediately notify the Drinking Water Compliance Unit, upon receipt of such notice from the laboratory. The Town shall immediately implement the appropriate Contingency Plan provisions of Section 9 of this Attachment, notwithstanding the presence of exceptions or qualifiers noted by the laboratory in reporting the analytical result.

D. Sampling, Frequency And Compliance

1. Drinking water compliance samples shall be taken not less than monthly. All samples taken while treated water is being discharged into the Town Municipal Water System shall be reported to the ADEQ Drinking Water Compliance Unit as compliance samples and utilized in the computation of the rolling annual average test. In the event that any one sample reflects an exceedance of any Target VOC at $\frac{1}{2}$ its MCL or any other VOC at its MCL, the Town may average one (1) confirmation sample to be taken following a system shutdown with the sample reflecting the exceedance for purposes of computing the rolling annual average. The Treatment System's drinking water compliance samples shall be collected on an alternating basis with the Treatment System's primary GAC treated water samples collected from SPA-2 or SPB-2 in accordance with Attachment 1.

2. Drinking water compliance for the Target VOCs listed in Section 5 and other VOCs listed in Section 6 shall be determined by a rolling annual average at POE No. 026. If the rolling annual average is greater than the MCL for any VOC listed in Sections 5 or 6, or if any one sample would cause the rolling annual average to exceed the MCL for any VOC, then the Treatment System is out of compliance.

3. Any analytical result that is later documented to be a result of laboratory error and invalidated by either the ADHS Department of Laboratory Licensure or the Drinking Water Section Manager of ADEQ may be excluded from the computation of the rolling annual average test.

4. If the compliance sampling schedule for the Treatment System is interrupted by shutdown, the next scheduled compliance sampling event shall be postponed until the Treatment System is re-started, and shall continue monthly thereafter. Written notification of the interruption of the sampling schedule and re-start of the Treatment System shall be provided by the Town to the ADEQ Drinking Water Section within 24 hours of each event at the following address:

Arizona Department of Environmental Quality
Drinking Water Section
1110 West Washington
Phoenix, Arizona 85007

5. Written notification of an interruption shall include a brief explanation for the shutdown and the interruption to the sampling schedule. Written notification of re-start shall include copies of performance sample analytical results and an explanation of the new

compliance sampling schedule. Prior to the delivery of treated water to the Town Municipal Water System upon re-start of the Treatment System, performance sampling results must indicate that Target VOC concentrations in the treated water are below the Trigger Levels.

SECTION 5 - VOC MONITORING REQUIREMENTS

The following Table sets forth the monitoring requirements for Target VOCs (Volatile Organic Compounds) at POE No. 026. Only discrete samples are acceptable (no compositing with other Points of Entry):

CODE NO.	NAME	EPA ANALYSIS METHOD	METHOD DETECTION LIMIT (mg/l)	MCL (mg/l)	TRIGGER FOR CONTINGENCY PLAN
IDENTIFIED CONSTITUENTS					50% OF MCL
2955	Xylenes, total	502.2 or 524.2	0.0005	10	5
2984	Trichloroethylene	502.2 or 524.2	0.0005	0.005	0.0025
2987	Tetrachloroethylene	502.2 or 524.2	0.0005	0.005	0.0025
2990	Benzene	502.2 or 524.2	0.0005	0.005	0.0025
2991	Toluene	502.2 or 524.2	0.0005	1	0.5
2992	Ethylbenzene	502.2 or 524.2	0.0005	0.7	0.35
2980	1,2-Dichloroethylene	502.2 or 524.2	0.0005	0.005	0.0025
ADDITIONAL CONSTITUENTS FOR MONITORING					
2977	1,1-Dichloroethylene	502.2 or 524.2	0.0005	0.007	0.0035
	Methyl Tertiary Butyl Ether (MTBE)	EPA 502.2 or 524.2 plus MTBE	0.0025	0.035	0.0175

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SECTION 6 - OTHER REQUIRED VOC MONITORING REQUIREMENTS

OTHER REQUIRED VOLATILE ORGANIC CHEMICAL MONITORING FOR THE TREATMENT SYSTEMS (NO INTERMEDIATE TRIGGER LIMIT)				
CODE#	NAME	EPA METHOD	MDL (mg/l)	MCL
2380	Cis-1,2-Dichloroethylene	502.2 or 524.2	0.0005	0.07
2968	O-Dichlorobenzene	502.2 or 524.2	0.0005	0.6
2969	Para-Dichlorobenzene	502.2 or 524.2	0.0005	.075
2976	Vinyl Chloride	502.2 or 524.2	0.0005	.002
2979	Trans- 1,2-Dichloroethylene	502.2 or 524.2	0.0005	0.1
2980	1,2-Dichloroethane	502.2 or 524.2	0.0005	.005
2981	1,1,1-Trichloroethane	502.2 or 524.2	0.0005	0.2
2982	Carbon Tetrachloride	502.2 or 524.2	0.0005	.005
2983	1,2-Dichloropropane	502.2 or 524.2	0.0005	.005
2989	Monochlorobenzene	502.2 or 524.2	0.0005	0.1
2996	Styrene	502.2 or 524.2	0.0005	0.1
2378	1,2,4-Trichlorobenzene	502.2 or 524.2	0.0005	0.07
2964	Dichloromethane	502.2 or 524.2	0.0005	.005
2985	1,1,2-Trichloroethane	502.2 or 524.2	0.0005	.005

SECTION 7 - NITRATE MONITORING REQUIREMENTS

Nitrate monitoring for the Treatment System shall be done in accordance with A.A.C. R-18-4-208.

SECTION 8 - OTHER MONITORING FREQUENCIES

- A. The initial monitoring date set for POE No. 026 was October 28, 1998.
- B. The monitoring frequency and MCLs for those constituents not listed in Sections 5 and 6 shall be in accordance with the Arizona Drinking Water Rules (Arizona Administrative Code Title 18, Ch. 4, Art. 2).

SECTION 9- CONTINGENCY PLAN

A. If any drinking water compliance analytical result for a Target VOC listed in Section 5 exceeds $\frac{1}{2}$ of its MCL (the "Trigger Level"), the Town shall, upon receipt of the result, implement an immediate system shutdown and notify the ADEQ Project Manager within one business day. In the event that any drinking water compliance analytical result for any VOC listed in Section 6 exceeds the MCL for that contaminant, the Town shall, upon receipt of the result, implement an immediate system shutdown and notify the ADEQ Project Manager within one business day.

B. In the event that a drinking water analytical result from the Treatment System reflects the presence of a regulated contaminant (other than a Target VOC) at levels at or above its MCL, the Town shall implement an immediate shutdown of the Treatment System and confer with ADEQ in order to determine the appropriate action.

SECTION 10 - PUBLIC NOTIFICATION

The Town shall provide public notice to persons served by POE No. 026, in accordance with the requirements of A.A.C. R18-4-105, in the event that the Treatment System are out of compliance with any MCL for a regulated contaminant as determined by application of the relevant test as specified in this Attachment or in the appropriate Drinking Water Rules.

**GOVERNMENTAL AGREEMENT
RESPONSIBILITIES OF OPERATING AND MAINTAINING THE EGTS**

Expanded Treatment System (EGTS)

Payson WQARF Site

ATTACHMENT 3

RESPONSIBILITIES OF OPERATING AND MAINTAINING THE GROUNDWATER TREATMENT SYSTEM (EGTS)

The Town of Payson shall be responsible for conducting the following tasks as described herein.

SECTION 1 - REVIEW OF MONITORING AND MAINTENANCE ACTIVITIES

All the site activities must be performed according to the relevant Operation and Maintenance Manual for the Treatment System.

SECTION 2 - OPERATIONAL AND ANALYTICAL DATA

Operational data shall be reviewed by the Town to ensure system operation is within standard operating ranges. If operation is not within standard operating ranges, the Town of Payson shall notify ADEQ in accordance with Section 4 of this Attachment. Operational data includes, but is not limited to, well flow rates, flow totalizer readings, and other system temperatures and pressures (as applicable see Attachment 4). Standard operating ranges are reported in the Operation and Maintenance Manual and on the Equipment Operation Form for the EGTS.

Analytical performance data shall be reviewed and provided to ADEQ as it becomes available. For the EGTS, performance data includes water samples analyzed for VOCs by EPA Method 624, plus MTBE. This data should be reviewed for compliance with groundwater treatment objectives and performance requirements which are reported in Section 1.3 of the EGTS Manual, and the laboratory reports shall be provided to ADEQ.

SECTION 3 - PERFORMANCE ANALYSES; SEMI-ANNUAL REPORTS

The Town or any qualified consultant employed by the Town under Section 4.6 of the Agreement shall perform necessary calculations to evaluate the performance of the Treatment System and report to ADEQ in a similar format to Attachment 4. The results of the calculations should be presented in the semi-annual report (Attachment 4) in easy to read tables showing all pertinent data.

SECTION 4 - NOTIFICATION

The Town shall notify the ADEQ Unit Manager within one business day of receiving data for the Treatment System in the following cases:

- a. Operational data is not within standard operating ranges.
- b. Operation, monitoring and maintenance activities are not being performed according to the relevant O&M Manual.
- c. Any VOC for which sampling is being done pursuant to Attachment 1 is detected at SPA-2 or SPB-2.

- d. A Trigger Level identified in Attachment 1 to this Agreement is exceeded. In this case, the Town shall, in addition to notifying ADEQ of the event, also immediately implement system shutdown pursuant to the provisions of Attachment 1, Sections 10 and 12 and Attachment 2, Section 9; and, also, meet and confer with ADEQ pursuant to the provisions of Section 6.3 of the Agreement and arrange for carbon change-out in the lead treatment vessel.

The treatment efficiencies specified in the relevant Operation and Maintenance Manual are not being met.

It is anticipated that operational data will not remain within standard operating ranges during the remainder of the reporting period.

It is anticipated that the Treatment System will not continue to meet the Trigger Levels identified in Attachment 1 to this Agreement and/or the treatment efficiencies specified in the relevant Operation and Maintenance Manual during the remainder of the reporting period.

**GOVERNMENTAL AGREEMENT
SEMI-ANNUAL REPORT**

Expanded Treatment System (EGTS)

Payson WQARF Site

ATTACHMENT 4



July 23, 2010

Ms. Karen Probert
Payson Water Resource Specialist
Town of Payson
303A North Beeline Highway
Payson, Arizona 85541

Re: Transmittal of EGTS Annual Tracking Report

Dear Ms. Probert:

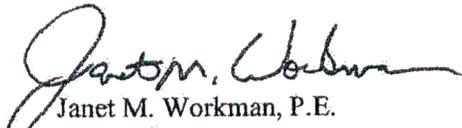
Please find attached a summary tracking report for the Expanded Groundwater Treatment System (EGTS) operating at the Payson Water Quality Assurance Revolving Fund (WQARF) site. This report summarizes the volume of water treated by the EGTS, and estimates the mass of tetrachloroethene (PCE), trichloroethene (TCE), trans- and cis-1,2-dichloroethene (1,2-DCE), and methyl tert butyl ether (MTBE) contained in the extracted groundwater and removed by the granular activated carbon treatment system.

Please note that the calculations are based on flow meter totalizer data as recorded on copies of field data sheets and on concentrations presented in analytical reports, both of which were provided to URS Corporation (URS) by the Town of Payson. URS used the same calculation methodology to calculate mass removal as has been documented in recent URS reports (for example, see the report titled *Payson WQARF Site Groundwater Treatment Systems Performance Review Report October through December 2009* dated January 12, 2010). URS did not conduct analytical data verification activities and did not update the database associated with the project.

If you have questions or comments regarding these calculations, I may be contacted by telephone at 602-861-7494 or e-mail at janet_workman@urscorp.com. Thank you for the opportunity to assist the Town of Payson with this important project.

Sincerely,

URS Corporation



Janet M. Workman, P.E.
Principal Engineer

Attachment: July 2009 through June 2010 EGTS Tracking Report

URS Corporation
7720 North 16th Street, Suite 100
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**Tracking Data for July 2009 through June 2010
Payson EGTS**

Parameter	Total
Total Volume Treated (millions of gallons)	67.2
Total VOCs Influent Loading (pounds)	1.2
Total VOCs Removed by GAC (pounds)	0.95
Number of Performance Samples Collected (including trip blank samples)	88



EGTS Flow Readings and Analytical Results

Date	Cumulative Volume (gallons)						Total Treated Per Monitoring Period (gallons)
	TOP-4	TOP-6R	TOP-19	Skimmer	EX-1	EX-2	
6/25/2009	77,528,500	156,445,700	249,473,200	141,773,200	109,182,800	63,678,400	
7/2/2009	77,653,100	156,616,700	249,713,300	142,022,300	109,565,200	63,914,100	1,402,900
7/9/2009	77,776,300	156,788,300	249,949,600	142,271,500	109,949,200	64,141,700	1,391,900
7/16/2009	77,898,900	156,959,000	250,119,900	142,518,100	110,329,800	64,371,800	1,318,700
7/23/2009	78,016,900	157,130,700	250,119,900	142,765,900	110,707,200	64,603,200	1,148,500
7/30/2009	78,135,400	157,300,800	250,119,900	143,011,700	111,077,200	64,831,900	1,133,100
8/6/2009	78,253,600	157,470,600	250,391,900	143,257,300	111,446,600	65,059,900	1,403,000
8/13/2009	78,371,200	157,611,500	250,625,600	143,502,000	111,813,000	65,291,200	1,334,600
8/20/2009	78,488,000	157,779,800	250,860,200	143,746,400	112,176,200	65,516,800	1,352,700
8/27/2009	78,604,300	157,944,700	251,093,500	143,989,700	112,535,900	65,743,000	1,343,900
9/3/2009	78,718,700	158,106,500	251,321,300	144,229,900	112,889,100	65,969,700	1,324,100
9/12/2009	78,830,600	158,135,600	251,581,700	144,509,400	113,296,400	66,238,300	1,376,800
9/17/2009	78,935,900	158,180,100	251,770,700	144,082,400	113,554,000	66,369,100	809,600
9/24/2009	79,052,900	158,299,000	251,959,600	144,921,700	113,911,000	66,621,900	1,244,500
10/1/2009	79,168,400	158,490,200	252,208,800	145,156,900	114,236,000	66,844,400	1,338,600
10/8/2009	79,283,800	158,679,100	252,446,800	145,391,000	114,585,600	67,065,700	1,347,100
10/16/2009	79,415,200	158,896,600	252,715,300	145,661,900	114,978,800	67,319,400	1,535,400
10/22/2009	79,511,500	159,049,400	252,906,100	145,856,600	115,267,500	67,606,200	1,111,100
10/29/2009	79,624,500	159,231,300	253,129,400	146,086,100	115,608,200	67,726,600	1,307,800
11/6/2009	79,736,200	159,408,600	253,351,500	146,315,400	115,945,000	67,942,300	1,292,900
11/16/2009	79,815,400	159,537,900	253,508,300	146,477,400	116,178,900	68,097,800	916,700
11/19/2009	79,957,100	159,765,200	253,765,800	146,768,400	116,598,700	68,376,600	1,639,100
11/25/2009	80,055,000	159,921,300	253,970,200	146,959,700	116,877,500	68,562,700	1,091,600
12/3/2009	80,171,500	160,118,900	254,212,200	147,209,600	117,248,700	68,804,500	1,419,200
12/10/2009	80,276,900	160,287,600	254,421,900	147,427,600	117,567,900	69,014,800	1,231,100
12/16/2009	80,367,100	160,438,300	254,596,100	147,613,100	117,833,500	69,195,800	1,047,200
12/23/2009	80,483,800	160,630,900	254,817,400	147,863,300	118,160,400	69,434,900	1,346,900
12/31/2009	80,603,800	160,825,400	255,049,100	148,126,500	118,497,400	69,679,300	1,360,800
1/28/2010	81,037,100	161,556,900	255,872,400	149,067,100	119,644,100	70,531,200	4,929,300
2/25/2010	81,478,500	162,316,500	256,768,300	150,022,700	120,894,400	71,430,400	5,200,000
3/26/2010	81,956,700	163,093,800	257,547,800	150,982,400	120,894,400	72,360,100	3,924,400
4/30/2010	82,545,000	163,916,600	258,920,500	152,138,300	123,735,900	73,464,600	7,885,700
5/26/2010	83,005,600	164,621,500	259,920,000	153,023,900	124,954,300	74,269,700	5,104,000
6/24/2010	83,502,900	165,400,100	260,959,500	153,995,700	126,236,400	75,214,400	5,488,100
Total Volume Pumped From 6/25/09 to 6/24/10 (gallons)	5,974,400	8,954,400	11,486,300	12,222,500	17,055,800	11,536,000	67,229,200

EGTS - PCE

Sample Date	SPA-1 (ug/L)	SPA-2 (ug/L)	SPB-2 (ug/L)
7/22/2009	1.7	1.0	1.0
8/26/2009	2.6	1.0	1.0
9/22/2009	1.2	1.0	1.0
10/22/2009	2.8	1.0	1.0
11/30/2009	3.3	1.0	1.0
12/21/2009	3.2	1.0	1.0
1/20/2010	1.5	1.0	1.0
2/23/2010	1.0	1.0	1.0
3/23/2010	1.8	1.0	1.0
4/22/2010	1.3	1.0	1.0
5/18/2010	3.0	1.0	1.0
6/22/2010	2.7	1.0	1.0

EGTS - TCE

Sample Date	SPA-1 (ug/L)	SPA-2 (ug/L)	SPB-2 (ug/L)
7/22/2009	1.0	1.0	1.0
8/26/2009	1.0	1.0	1.0
9/22/2009	1.0	1.0	1.0
10/22/2009	1.0	1.0	1.0
11/30/2009	1.0	1.0	1.0
12/21/2009	1.0	1.0	1.0
1/20/2010	1.0	1.0	1.0
2/23/2010	1.0	1.0	1.0
3/23/2010	1.0	1.0	1.0
4/22/2010	1.0	1.0	1.0
5/18/2010	1.0	1.0	1.0
6/22/2010	1.0	1.0	1.0

EGTS - MTBE

Sample Date	SPA-1 (ug/L)	SPA-2 (ug/L)	SPB-2 (ug/L)
7/22/2009	0.50	0.50	0.50
8/26/2009	0.50	0.50	0.50
9/22/2009	0.50	0.50	0.50
10/22/2009	0.50	0.50	0.50
11/30/2009	0.50	0.50	0.50
12/21/2009	0.50	0.50	0.50
1/20/2010	0.50	0.50	0.50
2/23/2010	0.50	0.50	0.50
3/23/2010	0.50	0.50	0.50
4/22/2010	0.50	0.50	0.50
5/18/2010	0.50	0.50	0.50
6/22/2010	0.50	0.50	0.50

EGTS - 1,2-DCE (Sum of trans- and cis-1,2-DCE)

Sample Date	SPA-1 (ug/L)	SPA-2 (ug/L)	SPB-2 (ug/L)
7/22/2009	3.0	3.0	3.0
8/26/2009	3.0	3.0	3.0
9/22/2009	3.0	3.0	3.0
10/22/2009	3.0	3.0	3.0
11/30/2009	3.0	3.0	3.0
12/21/2009	3.0	3.0	3.0
1/20/2010	3.0	3.0	3.0
2/23/2010	3.0	3.0	3.0
3/23/2010	3.0	3.0	3.0
4/22/2010	3.0	3.0	3.0
5/18/2010	3.0	3.0	3.0
6/22/2010	3.0	3.0	3.0

BOLD indicates compounds not detected above the method reporting limits. Reporting limit indicated herein.

Concentration of 1/2 reporting limit is assumed in calculations.

SPA-1 = lead vessel 1A influent

SPA-2 = lead vessel 1A effluent

SPB-2 = lag vessel 1B effluent

Note: Totalizers on TOP-6R and TOP-19 were replaced during the week of August 10, 2009. Final readings on TOP-6R and TOP-19 were 157,478,600 and 250,391,900, respectively.

VOCs Removed - EGTS

PCE Removed

Dates	Gallons Through System	PCE at SPA-1 (ug/L)	PCE at SPA-2 (ug/L)	PCE at SPB-2 (ug/L)	Influent Loading (lbs)	Removed by GAC (lbs)
6/25/09-7/30/09	6,395,100	1.7	1.0	1.0	0.091	0.064
7/30/09-8/27/09	5,434,200	2.8	1.0	1.0	0.12	0.10
8/27/09-9/24/09	4,855,000	1.2	1.0	1.0	0.049	0.028
9/24/09-10/29/09	6,640,000	2.8	1.0	1.0	0.16	0.13
10/29/09-11/25/09	4,940,300	3.3	1.0	1.0	0.14	0.12
11/25/09-12/31/09	6,435,100	3.2	1.0	1.0	0.17	0.14
12/31/09-1/28/10	4,929,300	1.5	1.0	1.0	0.062	0.041
1/28/10-2/25/10	5,200,000	1.0	1.0	1.0	0.043	0.022
2/25/10-3/26/10	3,924,400	1.8	1.0	1.0	0.059	0.043
3/26/10-4/30/10	7,885,700	1.3	1.0	1.0	0.088	0.063
4/30/10-5/26/10	5,104,000	3.0	1.0	1.0	0.13	0.11
5/26/10-6/24/10	5,486,100	2.7	1.0	1.0	0.12	0.10
Total PCE (lbs) Removed					1.2	0.95

TCE Removed¹

Dates	Gallons Through System	TCE at SPA-1 (ug/L)	TCE at SPA-2 (ug/L)	TCE at SPB-2 (ug/L)	Influent Loading (lbs)	Removed by GAC (lbs)
6/25/09-7/30/09	6,395,100	1.0	1.0	1.0	0.00	0.00
7/30/09-8/27/09	5,434,200	1.0	1.0	1.0	0.00	0.00
8/27/09-9/24/09	4,855,000	1.0	1.0	1.0	0.00	0.00
9/24/09-10/29/09	6,640,000	1.0	1.0	1.0	0.00	0.00
10/29/09-11/25/09	4,940,300	1.0	1.0	1.0	0.00	0.00
11/25/09-12/31/09	6,435,100	1.0	1.0	1.0	0.00	0.00
12/31/09-1/28/10	4,929,300	1.0	1.0	1.0	0.00	0.00
1/28/10-2/25/10	5,200,000	1.0	1.0	1.0	0.00	0.00
2/25/10-3/26/10	3,924,400	1.0	1.0	1.0	0.00	0.00
3/26/10-4/30/10	7,885,700	1.0	1.0	1.0	0.00	0.00
4/30/10-5/26/10	5,104,000	1.0	1.0	1.0	0.00	0.00
5/26/10-6/24/10	5,486,100	1.0	1.0	1.0	0.00	0.00
Total TCE (lbs) Removed					0.00	0.00

MTBE Removed¹

Dates	Gallons Through System	MTBE at SPA-1 (ug/L)	MTBE at SPA-2 (ug/L)	MTBE at SPB-2 (ug/L)	Influent Loading (lbs)	Removed by GAC (lbs)
6/25/09-7/30/09	6,395,100	0.50	0.50	0.50	0.00	0.00
7/30/09-8/27/09	5,434,200	0.50	0.50	0.50	0.00	0.00
8/27/09-9/24/09	4,855,000	0.50	0.50	0.50	0.00	0.00
9/24/09-10/29/09	6,640,000	0.50	0.50	0.50	0.00	0.00
10/29/09-11/25/09	4,940,300	0.50	0.50	0.50	0.00	0.00
11/25/09-12/31/09	6,435,100	0.50	0.50	0.50	0.00	0.00
12/31/09-1/28/10	4,929,300	0.50	0.50	0.50	0.00	0.00
1/28/10-2/25/10	5,200,000	0.50	0.50	0.50	0.00	0.00
2/25/10-3/26/10	3,924,400	0.50	0.50	0.50	0.00	0.00
3/26/10-4/30/10	7,885,700	0.50	0.50	0.50	0.00	0.00
4/30/10-5/26/10	5,104,000	0.50	0.50	0.50	0.00	0.00
5/26/10-6/24/10	5,486,100	0.50	0.50	0.50	0.00	0.00
Total MTBE (lbs) Removed					0.00	0.00

1,2-DCE (sum of trans- and cis-1,2-DCE)¹

Dates	Gallons Through System	1,2-DCE at SPA-1 (ug/L)	1,2-DCE at SPA-2 (ug/L)	1,2-DCE at SPB-2 (ug/L)	Influent Loading (lbs)	Removed by GAC (lbs)
6/25/09-7/30/09	6,395,100	3.0	3.0	3.0	0.00	0.00
7/30/09-8/27/09	5,434,200	3.0	3.0	3.0	0.00	0.00
8/27/09-9/24/09	4,855,000	3.0	3.0	3.0	0.00	0.00
9/24/09-10/29/09	6,640,000	3.0	3.0	3.0	0.00	0.00
10/29/09-11/25/09	4,940,300	3.0	3.0	3.0	0.00	0.00
11/25/09-12/31/09	6,435,100	3.0	3.0	3.0	0.00	0.00
12/31/09-1/28/10	4,929,300	3.0	3.0	3.0	0.00	0.00
1/28/10-2/25/10	5,200,000	3.0	3.0	3.0	0.00	0.00
2/25/10-3/26/10	3,924,400	3.0	3.0	3.0	0.00	0.00
3/26/10-4/30/10	7,885,700	3.0	3.0	3.0	0.00	0.00
4/30/10-5/26/10	5,104,000	3.0	3.0	3.0	0.00	0.00
5/26/10-6/24/10	5,486,100	3.0	3.0	3.0	0.00	0.00
Total 1,2-DCE (lbs) Removed					0.00	0.00

TOTAL VOCs REMOVED (lbs) 1.2 0.96

¹ TCE, MTBE, trans-1,2-DCE, and cis-1,2-DCE were not detected at concentrations greater than or equal to the reporting limit at SPA-1, SPA-2, and SPB-2. Mass removal is assumed to be zero for these compounds.

BOLD indicates compounds not detected above the method reporting limits. Reporting limit is indicated. Concentration of 1/2 reporting limit is assumed in calculations.