#### New York State Department of Environmental Conservation Division of Environmental Remediation Bureau of Hazardous Site Control, 11th Floor

625 Broadway, Albany, New York 12233-7014 Phone: (518) 402-9564 FAX: (518) 402-9022



#### **MEMORANDUM**

TO:

Vadim Brevdo, P.E., Environmental Engineer 2

Hazardous Waste Remediation Section, DER - Region 2

FROM:

David Harrington, P.E., Environmental Engineer 2

Eastern Investigation Section, BHSC

**SUBJECT:** 

Naval Station - Brooklyn, NYSDEC Site ID #2-24-018

DATE:

September 21, 2001

Attached please find copies of the following documents in regard to the above-referenced site:

a. Letter from Debra L. Felton ((Department of the Navy) dated September 18, 2001.

b. Finding of Suitability to Transfer (FOST) dated January 14, 2000.

According to these documents, the property has been transferred to the Brooklyn Navy Yard Development Corporation as of May 31, 2001. Given this milestone, the Base Realignment and Closure (BRAC) activities for this site are now complete.

Please contact me if you have any questions on this memo, or you require further information.

#### Attachment

CC:

J. Swartwout (e-mail only)

D. Wolterding, Region 2 (e-mail only)



#### **DEPARTMENT OF THE NAVY**

Bob-fyi John

ENGINEERING FIELD ACTIVITY, NORTHEAST
NAVAL FACILITIES ENGINEERING COMMAND
10 INDUSTRIAL HIGHWAY
MAIL STOP, #82
LESTER, PA 19113-2090

IN REPLY REFER TO

5090 Code EV22 September 18, 2001

MEMORANDUM FOR THE MEMBERS OF THE BRAC CLEANUP TEAM (BCT) AT THE FORMER NAVAL STATION BROOKLYN, NY

Encl: (1) Final Finding of Suitability to Transfer (FOST) for Naval Station Brooklyn, NY

- 1. Enclosure (1) is forwarded for your information and files.
- 2. The 28 acres of property at the former Brooklyn Naval Station was transferred to the Brooklyn Navy Yard Development Corporation on May 31, 2001. This was the last parcel of the Naval Station New York property to be transferred and therefore marks a significant milestone.
- 3. The Brooklyn Naval Station transfer is the culmination of several years of work for our BRAC Cleanup Team. Your dedication and cooperation were instrumental in achieving this goal. Your efforts are greatly appreciated.

Sincerely, Welva L. Felton

DEBRA L. FELTON, PE BRAC Environmental Coordinator By direction of the Commanding Officer

Copy to:

D. Harrington, NYSDEC

J. Swartwout, NYSDEC

W. Lawler, USEPA



#### DEPARTMENT OF THE NAVY

NORTHERN DIVISION

NAVAL FACILITIES ENGINEERING COMMAND 10 INDUSTRIAL HIGHWAY MAIL STOP, #82

LESTER, PA 19113-2090

IN REPLY REFER TO

5090 Code 1822

JAN 1 4 2000

#### MEMORANDUM FOR THE RECORD

Subj: FINDING OF SUITABILITY TO TRANSFER (FOST), FORMER NAVAL STATION, BROOKLYN, NEW YORK

Ref:

- (a) Environmental Baseline Survey for Transfer of May 94
- (b) Environmental Baseline Survey Phase II Summary Report, NAVSTA NY, EA Engineering, Science, and Technology of Dec 95, Final
- (c) Close-Out Report for Closures/Removals/Remediations at Naval Station NY, Foster Wheeler Environmental Corp. of 17 Jan 96
- (d) Confirmation Samples of Excavations Foster Wheeler ltr report of 26 Jun 96, (Building 306 excavation)
- (e) Final Remediation Action Completion Report for Remediation of Transformer Site Soil, NAVSTA Brooklyn, NY - EA of 8 Feb 96
- (f) NYSDEC ltr of 30 Dec 97

- Encl: (1) Environmental Baseline Survey for Transfer of 3 Dec 99
  - (2) Environmental Covenants, Conditions, Reservations and Restrictions for the Former Naval Station, Brooklyn, NY of 3 Dec 99
  - (3) Notice of CERCLA Hazardous Substances
- 1. I have reviewed the attached Environmental Baseline Survey for Transfer (EBST) of September 30, 1999, (enclosure (1)) and the Environmental Covenants, Conditions, Reservations, and Restrictions (enclosure (2)) for the former Naval Station, Brooklyn, New York.
- The property consists of approximately 28.3 acres of developed land and 35 buildings of various types located to the east of the former Brooklyn Navy Yard. The property was used by the Department of the Navy since the early 1800's until operational closure in March 1993. The Naval Station property had various uses including warehouse facilities, foundry operations, administrative offices, research and development, recreation, motion picture services, naval hospital facilities,

barracks and family housing. Navy use of the property ceased in 1993. Since that time, a portion of the property has been leased to the Brooklyn Navy Yard Development Corporation and used for light industrial and manufacturing purposes.

- 3. The proposed reuse of the property includes industrial and commercial activity in the buildings used by the Navy for such purposes and the adaptive reuse of residential and hospital facilities for community institutional purposes.
- 4. An Environmental Baseline Survey (EBS) was performed in December 1992. Reference (a) presents the results of the survey. The additional investigation recommended in the EBS was conducted in 1994-1995 and is documented in reference (b). As a result of the investigations, restoration work was recommended. All restoration work has been completed and is documented in references (c),(d),(e), and enclosure (1).
- 5. Assuming future use is consistent with the approved reuse plan, there are no recommended restrictions on the use of the property. The following disclosures are made regarding the environmental condition of the property. Much of the property is underlain by historic fill material including coal ash. Elevated levels of certain metals, including lead, and semi-volatile organic compounds (SVOCs) are present in the fill material. In addition, polychlorinated biphenyls (PCB) up to 50 mg/Kg are potentially present in the subsurface soil (deeper than 4 feet below grade) in the courtyard area adjacent to Building 7.
- 6. The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Section 120(h)(3) as implemented by 40 CFR 373.2 requires that notice be provided when hazardous substances have been stored for one year or more, known to have been released, or disposed of. Enclosure (3) to this FOST provides the hazardous substance notice.
- 7. The property is not listed on the National Priorities List and there is no Federal Facility Agreement, Federal Facility Site Remediation Agreement or other enforcement agreement or order relating to the property. The transformer area at Building 7 was listed on the New York State Registry of Inactive Hazardous Waste Disposal Sites. After remedial activities and groundwater monitoring were completed, however, the site was reclassified as "site properly closed; no further action required" in December 1997 (reference (f)).

- 8. The final EBST, enclosure (1), summarizes the current environmental condition of the Brooklyn Naval Station property.
- 9. I hereby find that the former Naval Station, Brooklyn, New York property is environmentally suitable for transfer under the terms and conditions consistent with the proposed reuse. This finding is conditional on the covenants, conditions, reservations and restrictions included in enclosure (2). The record information before me, which was compiled after diligent inquiry, supports the conclusion that the use of this property for the proposed uses will not result in unacceptable risk to human health or the environment. A notice of intent to sign the Finding of Suitability to Transfer (FOST) was published in the New York Daily News on December 3, 1999. All comments received during the 30 day public comment period have been incorporated into the final FOST or otherwise addressed by the Navy. The New York State Department of Environmental Conservation (NYSDEC) and the U.S. Environmental Protection Agency have reviewed the basewide EBS, the attached EBST, and the FOST.

Date Date

J. W. ZORICA

Captain, CEC, U. S. Navy

Commanding Officer Northern Division

Naval Facilities Engineering Command

### ENVIRONMENTAL BASELINE SURVEY FOR TRANSFER (EBST) NAVAL STATION BROOKLYN, NEW YORK

#### 1.0 EXECUTIVE SUMMARY

The Naval Station, Brooklyn, New York was ordered closed pursuant to Public Law 100-526, The Base Realignment and Closure (BRAC) Act of 1988. The facility was operationally closed in March 1993. A basewide Environmental Baseline Survey (EBS) was conducted in December 1992. The results of the EBS are documented in reference (a). The basewide EBS report describes the site history and environmental conditions existing at the time and serves as the source document for this Environmental Baseline Survey for Transfer (EBST).

This report supplements and updates the information presented in the original EBS.

Follow-up investigations and response actions have been performed at the property since the original EBS (references (b), (c), (d) and (e)). As a result of the completed response actions, no further action is required at the property and a Finding of Suitability to Transfer (FOST) is supported.

#### 2.0 PARCEL IDENTIFICATION

The proposed area for transfer consists of approximately 28.3 acres of developed land with 35 buildings. A legal description of the parcel and a real estate summary map are included as Attachment (3) of reference (a).

#### 3.0 PAST AND CURRENT USE OF THE PROPERTY

The mission of the Brooklyn Naval Station encompassed many activities over a span of 180 years including: warehouse facilities, foundry operations, administrative offices, research and development, recreation, motion picture services, naval hospital facilities, barracks, and family housing. Navy use of the property ceased in 1993. Since that time, a portion of the property has been leased to the Brooklyn Navy Yard Development Corporation and used for light industrial and manufacturing purposes.

#### 4.0 EBS INVESTIGATIONS AND FOLLOW UP ACTIONS

The following paragraphs discuss the environmental issues that have been evaluated and their current status.

4.1 Underground Storage Tanks (UST)

All the underground storage tanks at the former Brooklyn Naval Station have either been removed or closed-in-place. All tank closures were conducted in accordance with applicable state and local regulations.

4.2 Polychlorinated Biphenyl (PCB)

All PCB and PCB-contaminated transformers have been replaced, retrofilled, or removed and disposed. All remaining transformers are properly labeled as non-PCB.

A project to remove PCB contaminated soil at Buildings 7,8,and 353 was completed in December 1995. Post-remediation groundwater monitoring at Building 7 was performed through March 1997. Full disclosure of the presence of residual levels of PCBs in subsurface soils will be included in the property transfer documents. No further clean-up action is required at the site per reference (f).

4.3 Lead-Based Paint

Abatement of hazards due to peeling, accessible, and damaged lead-based paint in former residential structures was completed in 1996 under contract N62472-94-D-0397.

4.4 Asbestos

Abatement of friable, accessible, and damaged asbestos was performed from 1994 through 1996 under contracts N62472-92-D-0427 and N62472-94-D-0397.

#### 4.5 EBS Phase II Review Items

Structure 306

Sampling of soil and groundwater was accomplished in 1995 reference (b). Excavation and disposal of contaminated soil was accomplished in 1995 and documented in reference (d).

Structures 103/103A/109

Sampling of soil was conducted at a sump pit and within a concrete pit as part of the EBS Phase II investigation. The soil below the sump pit was determined to be impacted by past operations. Excavation and disposal of the soil was completed in 1997.

It was also determined that this structure is located on an area of the base underlain by historic fill material. Elevated levels of certain metals, including lead, and semi-volatile organic compounds (SVOCs) are present in the fill material. In order to eliminate a potential contact hazard, clean fill was added to areas where the historic fill was less than one foot from the surface. Placement of the clean fill was completed in 1998. A letter of concurrence for no further action was received from the New York State Department of Environmental Conservation in January of 1999 (reference (g)).

Building 103 Drywell

During EBS Phase II investigations, a drywell was located adjacent to Building 103. Work to address the drywell included: removal and disposal of the drywell and its contents (sludge), removal and disposal of impacted soil below the drywell, and confirmatory sampling. This work was completed in 1998 and is documented in reference (h).

#### 5.0 ENVIRONMENTAL SUITABILITY TO TRANSFER

This property contains some level of contamination by hazardous substances or petroleum products, and hazardous substance notice will be given of the type and quantity of such substances, and the time at which storage for one year or more, release, treatment or disposal took place to the extent that this information is known. However, the property can be used pursuant to any specified conditions, reservations and restrictions in the deed, without posing unacceptable risk to human health or the environment.

Investigations and all required response actions have been completed. As a result, it is recommended that the subject property be considered environmentally suitable for transfer under the terms and conditions consistent with and for the proposed reuse.

#### 6.0 REFERENCES

- (a) Environmental Baseline Survey for Transfer of May 94
- (b) Environmental Baseline Survey Phase II Summary Report, NAVSTA NY, EA Engineering, Science, and Technology of Dec 95, Final
- (c) Close-Out Report for Closures/Removals/Remediations at Naval Station NY, Foster Wheeler Environmental Corp. of 17 Jan 96
- (d) Confirmation Samples of Excavations Foster Wheeler ltr report of 26 Jun 96, (Building 306 excavation)
- (e) Final Remediation Action Completion Report for Remediation of Transformer Site Soil, NAVSTA Brooklyn, NY - EA of 8 Feb 96
- (f) NYSDEC ltr of 30 Dec 97
- (g) NYSDEC ltr of 7 Jan 99
- (h) Close-out report for Brooklyn Naval Station Buildings R103/R109 of 11 Dec 98

## ENVIRONMENTAL COVENANTS, CONDITIONS, RESERVATIONS, and RESTRICTIONS For the FORMER NAVAL STATION BROOKLYN, NY

- Notice of Environmental Condition: Information concerning the environmental condition of the Brooklyn Naval Station Parcel is contained in the document known as the Environmental Baseline Survey for Transfer dated September 30, 1999 incorporated herein by reference, and the receipt of which are hereby acknowledged by the GRANTEE.
- 2. Covenant required by Title 42, United States Code at section 9620(h)(3)(B): In accordance with the requirements and limitations contained in *Title 42*, United States Code at section 9620(h)(3)(B), the GRANTOR hereby warrants that-
- (a) all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the Brooklyn Naval Station Parcel has been taken, and
- (b) any additional remedial action found to be necessary after delivery of this quitclaim Deed shall be conducted by the GRANTOR.
- 3. Reservation of Access by Title, 42 United States Code at the section 9620(h)(3)(C): In accordance with the requirements and limitations contained in *Title42*, *United States Code at section 9620(h)(3)(C)*, the GRANTOR expressly reserves all reasonable and appropriate rights of access to the Brooklyn Naval Station Parcel described herein when remedial action or corrective action is found to be necessary after delivery of this quitclaim Deed. The right of access described herein shall include the right to conduct tests, investigations, and surveys, including, where necessary, drilling, testpitting, boring, and other similar activities. Such rights shall also include the right to conduct, operate, maintain or undertake any other response or remedial action as required or necessary including, but not limited to, monitoring wells, pumping wells, and treatment facilities. GRANTEE agrees to comply with activities of the GRANTOR in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the GRANTOR. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the GRANTEE or its successors and assigns, and shall be performed in a manner which minimizes (a) any damage to any structures on the Brooklyn Naval Station Parcel and (b) any disruptions of the use and enjoyment of the Brooklyn Naval Station Parcel.

GRANTOR Indemnification as required by United States Public Law 102-484 section 330:

- (a) Pursuant to Section 330 of P.L. 102-484, as amended, and subject to the provisions contained herein, the GRANTOR shall hold harmless, defend and indemnify, in full, GRANTEE; and person or entity that acquires ownership or control from the GRANTEE; or any successor, assignee, transferee or lender of the GRANTEE, (collectively and individually "Indemnitee(s)", from and against any suit, claim, demand, administrative or judicial action, liability, judgement, cost or fee, arising out of any claim for personal injury or property damage (including death, illness, loss or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum or petroleum derivative from or on the Brooklyn Naval Station Parcel, as a result of Department of Defense activities at the Brooklyn Naval Station Parcel.
- (b) In any case in which the GRANTOR determines that it may be required to indemnify an Indemnitee(s) for any suit, claim, demand, administrative or judicial action, liability, judgement, cost or fee arising out of any claim for personal injury or property damage, the GRANTOR may settle or defend on behalf of that Indemnitee(s), the claim for personal injury or property damage.

- (c) If any Indemnitee(s) does not allow the GRANTOR to settle or defend the claim, such Indemnitee(s) will not be afforded indemnification with respect to that claim.
  - (d) The GRANTOR will not indemnify the Indemnitee(s) unless such Indemnitee(s):
- (1) Notifies the GRANTOR in writing within 90 days after such an indemnification claim accrues. If Indemnitee(s) is served with a complaint or written notice of a claim by federal, state, or local regulators, Indemnitee(s) will provide the GRANTOR with a copy of such document no later than 15 days following service of the complaint. A claim for indemnification accrues when the Indemnitee(s) receives written notice of any suit, claim, demand, administrative or judicial action, liability, judgement, cost or other fee, which relates to personal injury or property damage, that the Indemnitee(s) knows or may be deemed reasonably to have known, may have been caused or contributed to by Department of Defense activities. Indemnitee(s)' right to indemnification shall not expire due to late notice unless the GRANTOR's ability to defend or to settle is materially and adversely affected;
  - (2) Furnishes the GRANTOR copies of pertinent papers the Indemnitee(s) receives;
- (3) Furnishes, to the extent it is in the possession or control of Indemnitee(s), evidence or proof of any claim, loss, or damage covered herein; and
- (4) Provides, upon written request of the GRANTOR, reasonable access to the records and personnel of the Indemnitee(s) for purposes of defending or settling the claim or claims.
- (e) The GRANTOR will not indemnify an Indemnitee(s) to the extent such Indemnitee(s) caused or contributed to any release or threatened release of any hazardous substance, pollutant, contaminant, petroleum or petroleum derivative from or on the Brooklyn Naval Station PARCEL. The GRANTOR is entitled to contribution from Indemnitee(s) to the extent the GRANTOR shows that such Indemnitee(s) caused or contributed to any release. However, the availability of contribution shall not affect the requirement of the GRANTOR to defend an Indemnitee(s), unless such Indemnitee(s) is solely responsible for the release or threatened release giving rise to the claim for indemnity, in which case the GRANTOR's duty to defend will not exist as to that claim.
  - (f) For purposes contained herein, the following terms have the meanings indicated below:
- (1) "release", "threatened release", "hazardous substance", "pollutant", "contaminant", "removal", "remedial action", and "response" have the meanings given such terms under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 USC 9601 et seq.) and U.S. Environmental Protection Agency regulations implementing CERCLA.
- (2) "Department of Defense activities" means the Department of Defense's construction, installation, placement, operation, maintenance, use, misuse, abandonment of or failure to maintain the buildings and equipment and land at the Brooklyn Naval Station PARCEL; or failure to satisfy any otherwise legally applicable obligation to investigate or remediate any environmental conditions existing at the Brooklyn Naval Station PARCEL. "Department of Defense activities" does not mean the release or threatened release is caused or contributed to by the Indemnitee(s).
- (3) "Action...arising out of any claim for...property damage" includes, but is not limited to, any judicial, administrative or private cost recovery proceeding brought against an Indemnitee(s) (a) for response costs arising under CERCLA, (b) for costs incurred to enjoin or abate the presence or migration of contamination from or on the Brooklyn Naval Station PARCEL under the Resource Conservation and Recovery Act (RCRA) (42 USC 6901 et seq., or (c) for costs incurred to comply with the requirements of similar federal or state laws and regulations (or the laws of any political subdivision of the state) which arise from environmental conditions at the Brooklyn Naval Station PARCEL.

- (4) "Environmental condition(s)" means any hazardous substance, pollutant or contaminant, including hazardous waste or hazardous constituent, petroleum or petroleum derivative disposed of, released or existing in environmental media such as soil, subsurface soil, air, groundwater, surface water or subsurface geological formations at levels above background.
- (5) A release or threatened release which an Indemnitee "caused or contributed to" excludes actions by an Indemnitee which uncover environmental conditions arising from Department of Defense activities, including but not limited to testing of the Brooklyn Naval Station PARCEL, the excavation of soil, and the demolition of structures, and efforts to properly address an environmental condition arising from Department of Defense activities; provided, however, that (a) the Indemnitee's actions are in accordance with applicable federal, state, and local laws, (b) the Indemnitee's notifies the GRANTOR in accordance with the notification provisions contained herein, and (c) the Indemnitee's actions are not negligent.
- 5. Lead-Based Paint: The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it will comply with all Federal, state, and local laws relating to lead-based paint in its use and occupancy of the Brooklyn Naval Station Parcel (including demolition and disposal of existing improvements). The GRANTEE shall hold harmless and indemnify the GRANTOR from and against any and all loss, judgement, claims, demands, expenses, or damages or whatever nature or kind which might arise or be made against the GRANTOR as a result of lead-based paint having been present on the Brooklyn Naval Station Parcel herein described. Improvements on the Brooklyn Naval Station Parcel were constructed prior to 1978 and, as with all such improvements, a lead-based paint hazard may be present.
- 6. Presence of Asbestos: The Grantee, its successors and assigns, are hereby warned and do acknowledge that certain portions of the improvements on the Brooklyn Naval Station Parcel subject to this quitclaim Deed are thought to contain asbestos-laden materials. The GRANTEE, by acceptance of this quitclaim Deed, covenants and agrees, for itself, its successors and assigns, that in its use and occupancy of the Brooklyn Naval Station Parcel (including demolition and disposal of existing improvements) it will comply with all Federal, state, and local laws relating to asbestos and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Brooklyn Naval Station Parcel, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. Section 101-47.304-13 of the Federal Property Management Regulations, attached hereto as Exhibit "\_\_\_\_\_\_" and made a part hereof, contains complete warnings and responsibilities relating to asbestos-laden materials.
- 7. Presence of Polychlorinated Biphenyls (PCBs): The GRANTEE, its successors and assigns are hereby warned and do acknowledge that the subsurface soil (depth greater than 4 feet) in the courtyard area adjacent to Building 7 subject to this Deed may contain PCB at concentrations up to 50 mg/Kg. The GRANTEE, by acceptance of this Deed, covenants and agrees, for itself, its successors and assigns, that in its use and occupancy of the Brooklyn Naval Station Parcel (including demolition and disposal of existing improvements) will comply with all Federal, state, and local laws relating to PCBs and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs on the Brooklyn Naval Station Parcel, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured.
- 8. <u>Historical and Archeological Covenants</u>: Specific language will be determined by the programmatic agreement which will be finalized prior to issuing a Final Environmental Impact Statement (EIS).

9. Disclosure – Presence of Historic Fill Material: The GRANTEE, its successors and assigns are hereby warned and do acknowledge that certain portions of the Brooklyn Naval Station Parcel subject to this Deed are underlain by historic fill material. The fill material may contain elevated levels of metals (including lead) and some semi-volatile organic compounds (including PAHs). The fill material may contain ash and other debris such as brick fragments and asphalt materials. The Navy has determined that the historic fill material presents no unacceptable risk in its present state and if left undisturbed. The GRANTEE, by acceptance of this Deed, covenants and agrees, for itself, its successors and assigns, that in its use and occupancy of the Brooklyn Naval Station Parcel (including excavation) will comply with all Federal, state, and local laws relating to the constituents of the historic fill and that the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with the historic fill on the Brooklyn Naval Station Parcel, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured.

**END** 

Notice of CERCLA Hazardous Substances For the Former Naval Station, Brooklyn, NY

CFR 373. It was compiled on the basis of a complete search of agency files to the extent The information contained in this notice is required by Section 120(h) of CERCLA and 40 such information was available.

Name of	CAS	Regulatory	RCRA	Quantity in	Date of
Hazardous	Registry	Synonym for	Hazardous	Kilograms	Storage,
Substance	Number	Hazardous	Waste Number	Or Pounds	Release,
		Substance per	Specified in		Or
		40 CFR 302.4	40 CFR 261.30		Disposal
Chlordane				800 lbs	1979
Polyamide Paint				1.5 to 3.5 Kg	1985
Paint-combustible			Un1263	3000 lbs	Unknown
liquid					
Paint-combustible			Un1263	6000 lbs	1993
liquid					
Waste paint			Unknown	5126 lbs	1993
Waste paint w/			D001	3104 lbs	1993
toluene & xylene					
Paint w/ butyl			D001; f005	5126 lbs	1993
acetate					
Paint				3500 lbs	1985
Sodium hydroxide			D002; un1760	2100 lbs	1991
Developer			D002; un1760	2238 lbs	1992
Hydrazine			Un2029; d001	2280 lbs	1992
Zep dynablue			Un1993; d001	3868 lbs	1992
petroleum solvent					
Waste paints				2800 lbs	1989

# Enclosure (3)

Name of	CAS	Regulatory	RCRA	Quantity in	Date of
Hazardous	Registry	Synonym for	Hazardous	Kilograms	Storage,
Substance	Number		Waste Number	Or Pounds	Release,
		ce per	Specified in		Or
		40 CFR 302.4	40 CFR 261.30		Disposal
Waste paint				3290 lbs	1991
varnish & thinner					
waste paint			Un1263	10708 lbs	1991
Waste oil from				250 gal	
Maintenance shop					
Lube oil				12500 lbs	1985
Oil				10300 lbs	1985
Lube oil			Na1270	1.1 Kg	1988
Hydraulic fluid				0.6 Kg	1988
Waste fuel oil				13000 lbs	1991
Waste gasoline				15800 lbs	1991
PCB				3800 lbs	1990
PCB transformer			Na9188; B004	81845 lbs	1989
oil					
PCB oil(>500 ppm)			Na9188; B004	2618 lbs	1992
PCB oil (50 to			Na9188; B004	7941 lbs	1992
200 ppm)					
Liquid nos orm-e				36000 lbs	1990
PCB oil >550 ppm					
Solid nos orm-e			Na9188	73400 lbs	1989
PCB trans					

THE INFORMATION CONTAINED IN THIS NOTICE IS REQUIRED UNDER AUTHORITY OF REGULATIONS PROMULGATED UNDER SECTION 120(h) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, LIABILITY, AND COMPENSATION ACT (CERCLA OR "SUPERFUND") 42 U.S.C. sec. 9620(h).