

*Final Engineering Report
Source Area Remedial
Measure*

Former Bausch & Lomb
Frame Center
Chili, New York

September 1999

**BAUSCH
& LOMB**

Transmitted Via Federal Express

September 23, 1999

Mr. Eric Hausamann, P.E.
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Re: Final Engineering Report
Source Area Remedial Measure
Former Bausch & Lomb Frame Center
Chili, New York

Project #: 34218.055

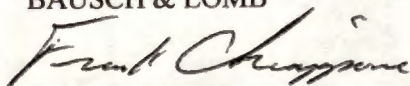
Dear Mr. Hausamann:

Enclosed please find four copies of the document entitled "Final Engineering Report, Source Area Remedial Measure, Former Bausch & Lomb Frame Center, Chili, New York," dated September 1999. This report describes the field activities and results associated with the remedial action.

Should you have any questions on the enclosed report, please contact me at (716) 338-5087.

Very truly yours,

BAUSCH & LOMB



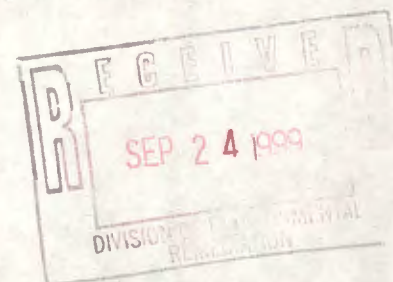
Frank Chiappone
Manager, Global Environmental Affairs

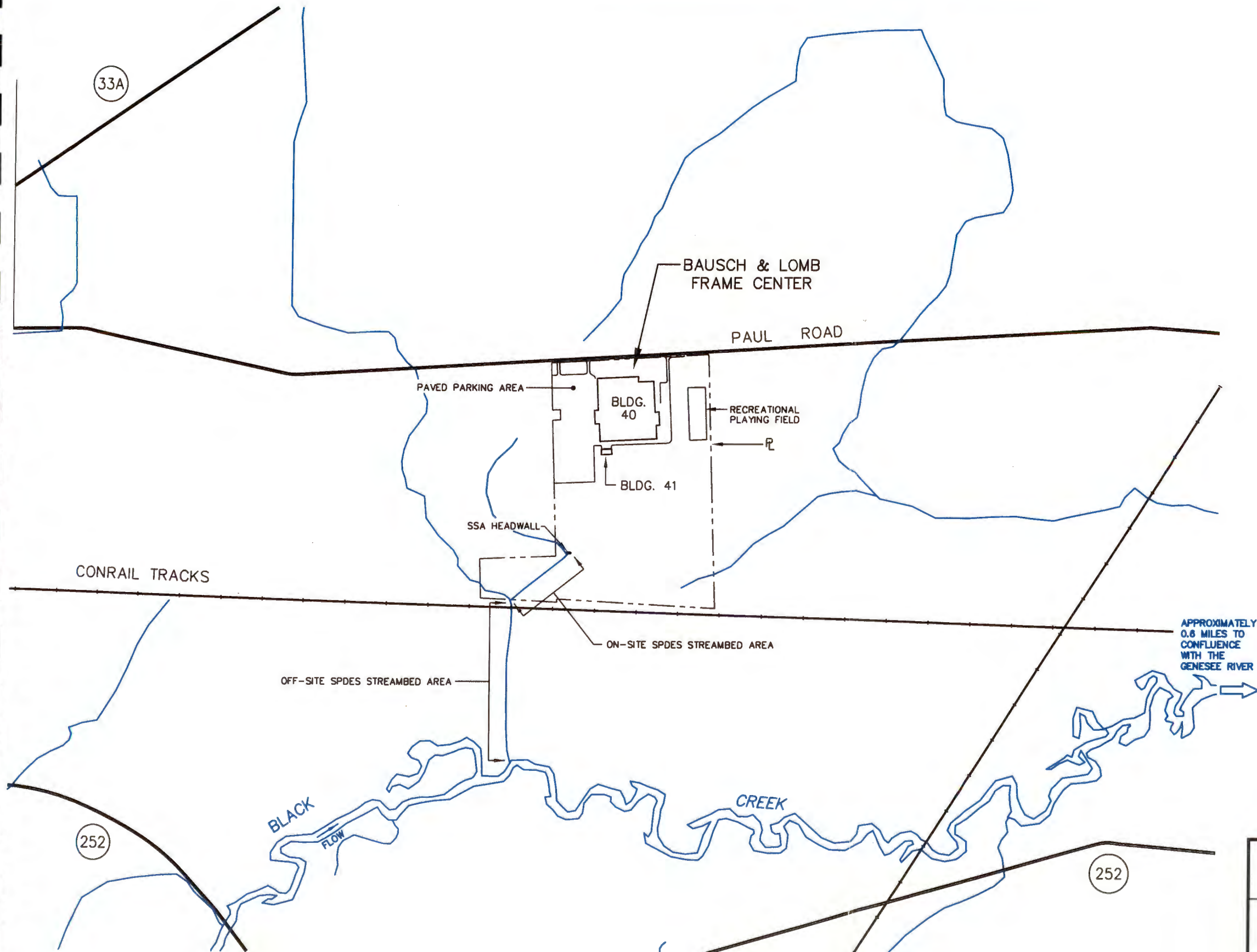
cc: Director, Bureau of Environmental Exposure Investigation, NYSDOH (2 copies)
Division of Environmental Remediation, Region 8, NYSDEC (2 copies)
Mr. Richard Elliott, Monroe County Department of Health (1 copy)
Mr. George M. Thomas, Blasland, Bouck & Lee, Inc. (1 copy)
Mr. Albert G. Lyons, Jr., P.E., Blasland, bouck & Lee, Inc. (1 copy)

RECEIVED

AUG 11 2003

**DERMAZ. WASTE REMED
REGION 8**





LEGEND

 SURFACE WATER

NOTES: 1. ALL LOCATIONS ARE APPROXIMATE.



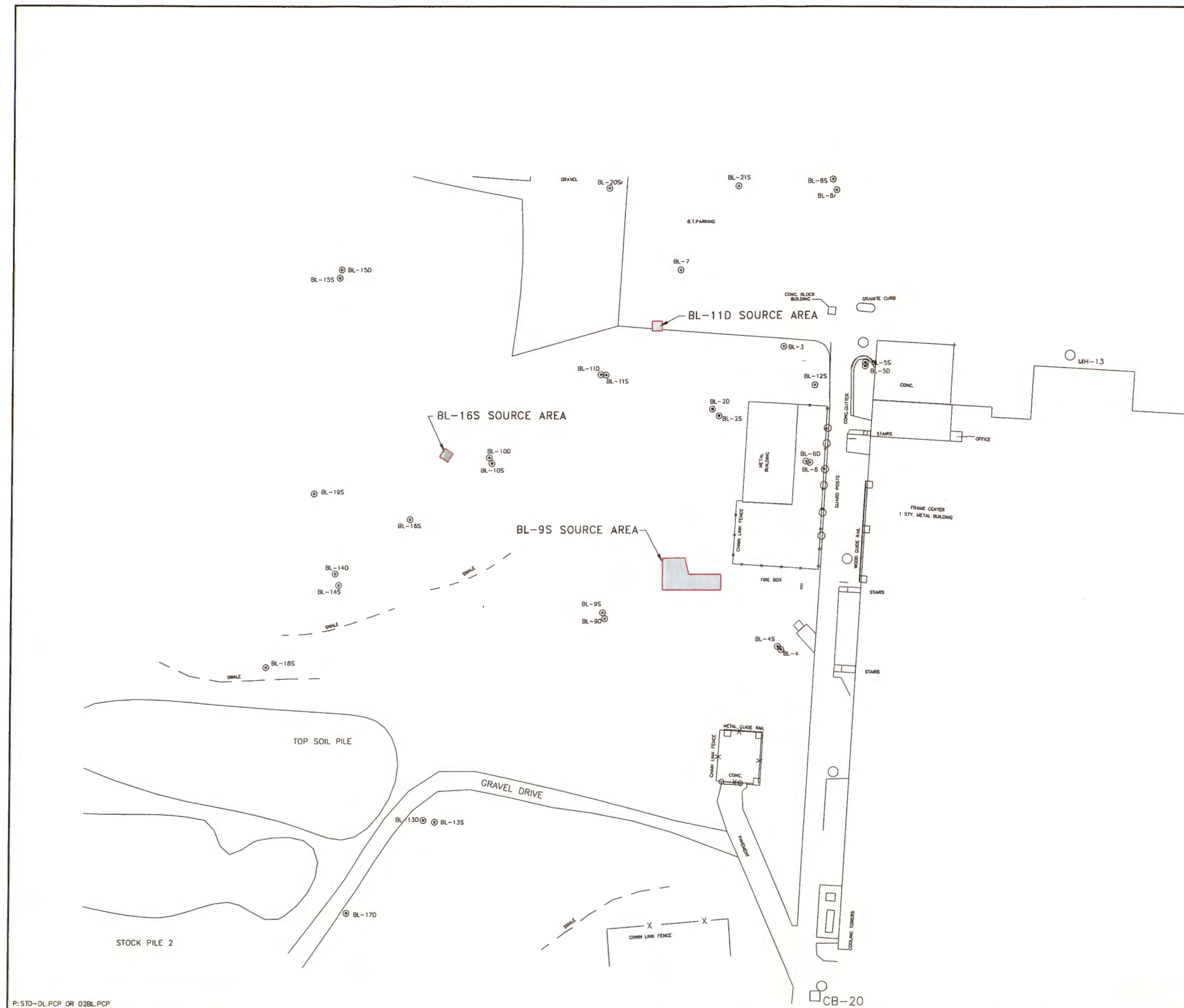
BAUSCH & LOMB INCORPORATED
FORMER FRAME CENTER
CHILI, NEW YORK
RD/RA FINAL ENGINEERING REPORT

**GENERAL SITE
CONDITIONS**

BBL

BLASLAND, BOUCK & LEE, INC.
engineers & scientists

FIGURE
2



LEGEND

- ⊙ BL-4S MONITORING WELL
- MANHOLE
- ESTIMATED LIMITS OF SOURCE AREA EXCAVATION
- *—*—* FENCE

NOTES:

1. SITE PLAN COMPILED FROM EXISTING SITE PLANS PROVIDED BY BAUSCH & LOMB AND A SITE SURVEY BY BB&L DATED 6/17/92, REVISED 4/13/94.
2. LIMITS OF BUILDINGS, FENCE LINES AND PARKING AREAS ARE APPROXIMATE.
3. LOCATION OF BL-205r BASED ON FIELD MEASUREMENTS.

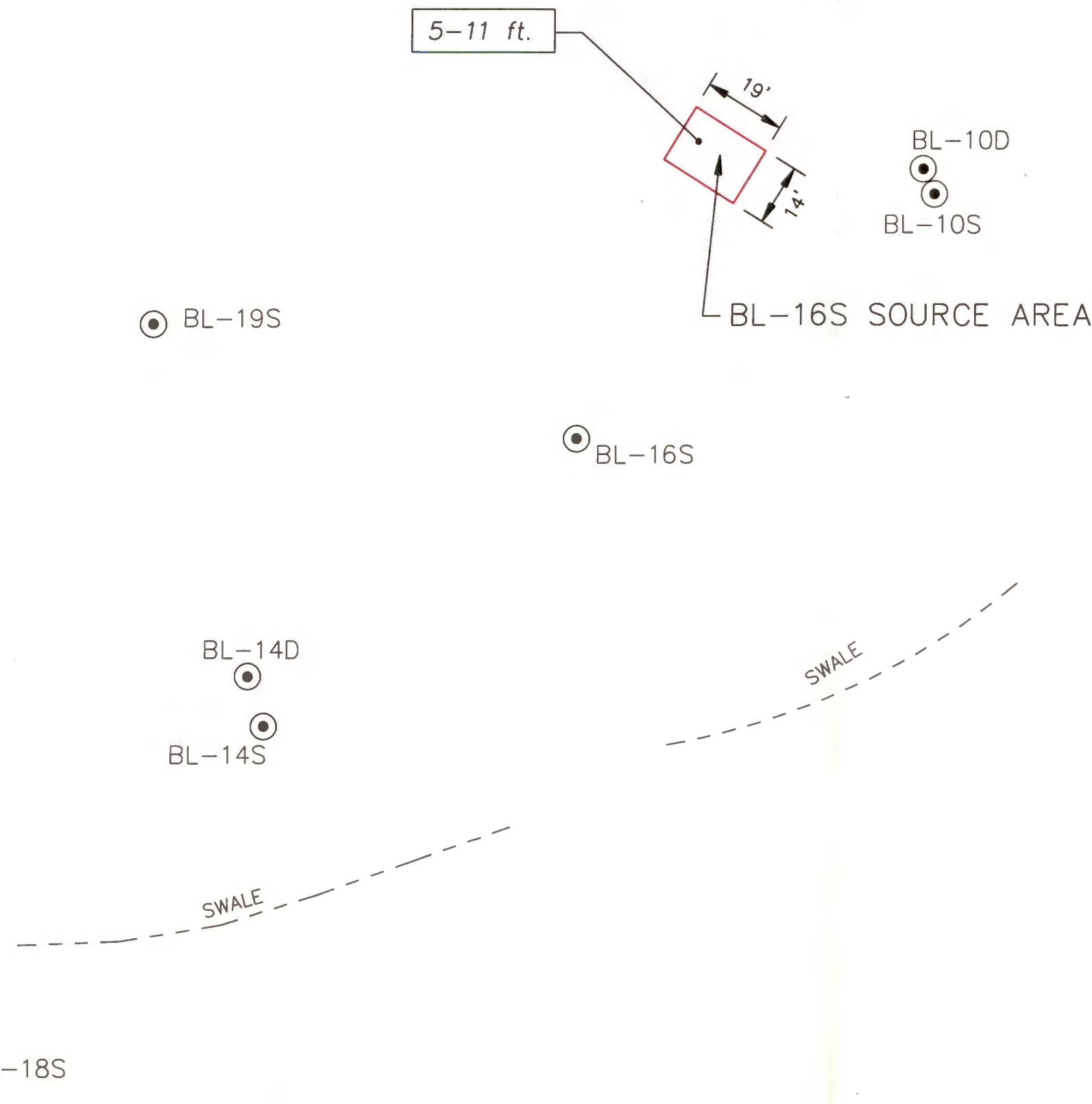


BAUSCH & LOMB INCORPORATED
FORMER FRAME CENTER
CHILI, NEW YORK
RD/RA FINAL ENGINEERING REPORT

SOURCE AREAS

BBL BLASLAND, BOUCK & LEE, INC.
engineers & scientists

FIGURE
3



LEGEND

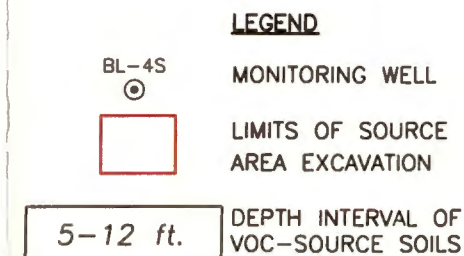
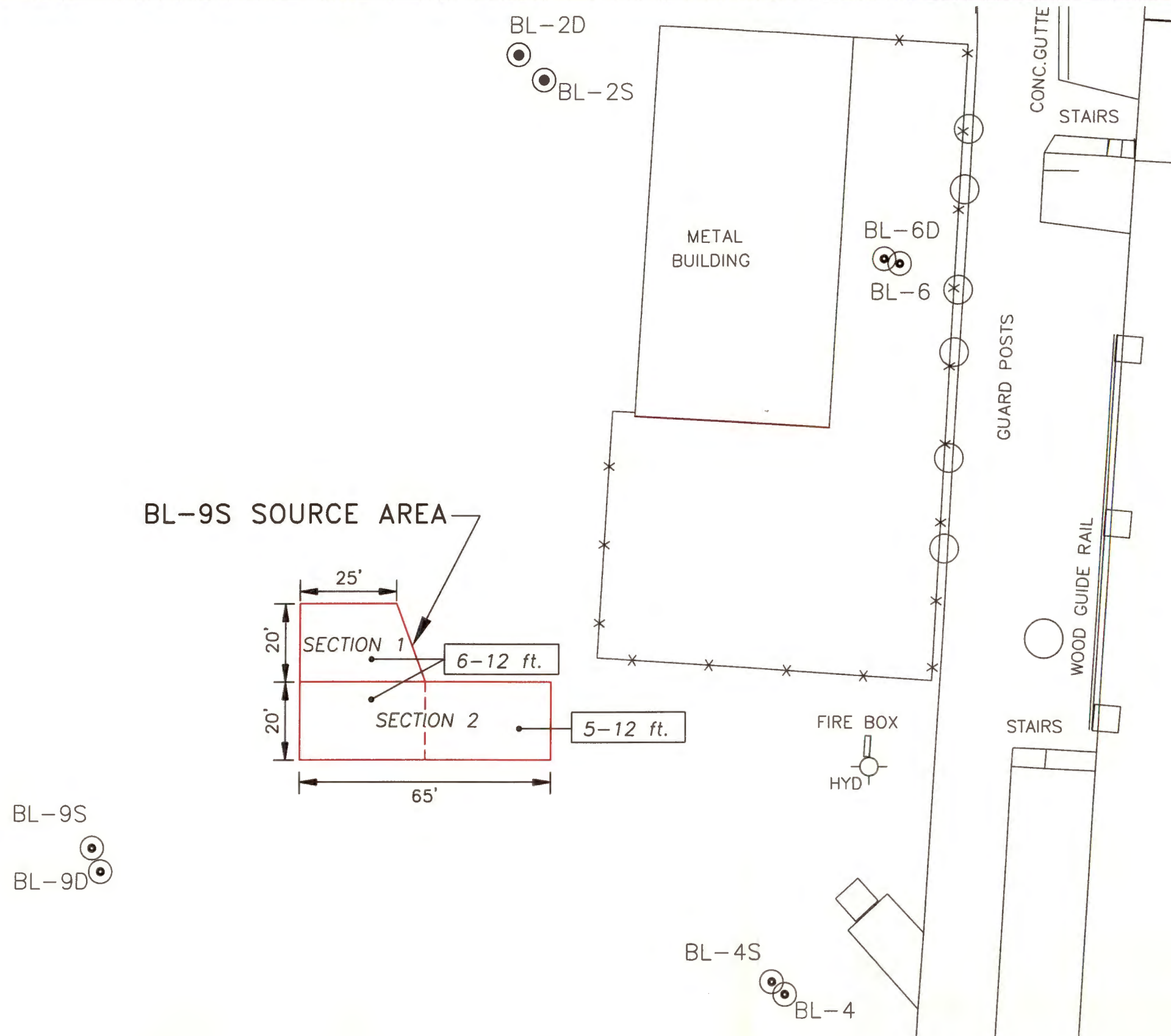
- BL-10S
⊙ MONITORING WELL
- LIMITS OF SOURCE AREA EXCAVATION
- 5-11 ft. DEPTH INTERVAL OF VOC-SOURCE SOILS

NOTES:

1. THE LOCATION OF THE EXCAVATION AREAS WERE SURVEY LOCATED BASED ON THE RD/RA EXCAVATION LIMITS.
2. THIS DRAWING IS ASSOCIATED WITH THE RD/RA FINAL ENGINEERING REPORT.

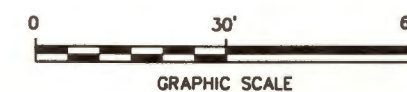


BAUSCH & LOMB INCORPORATED FORMER FRAME CENTER CHILI, NEW YORK RD/RA FINAL ENGINEERING REPORT	
BL-16S SOURCE AREA EXCAVATION LIMITS	
BBL BLASLAND, BOUCK & LEE, INC. engineers & scientists	FIGURE 4



NOTES:

1. THE LOCATION OF THE EXCAVATION AREAS WERE SURVEY LOCATED BASED ON THE RD/RA EXCAVATION LIMITS.
2. LIMITS OF BUILDINGS, FENCE LINES AND PARKING AREAS ARE APPROXIMATE.
3. THIS DRAWING IS ASSOCIATED WITH THE RD/RA FINAL ENGINEERING REPORT.



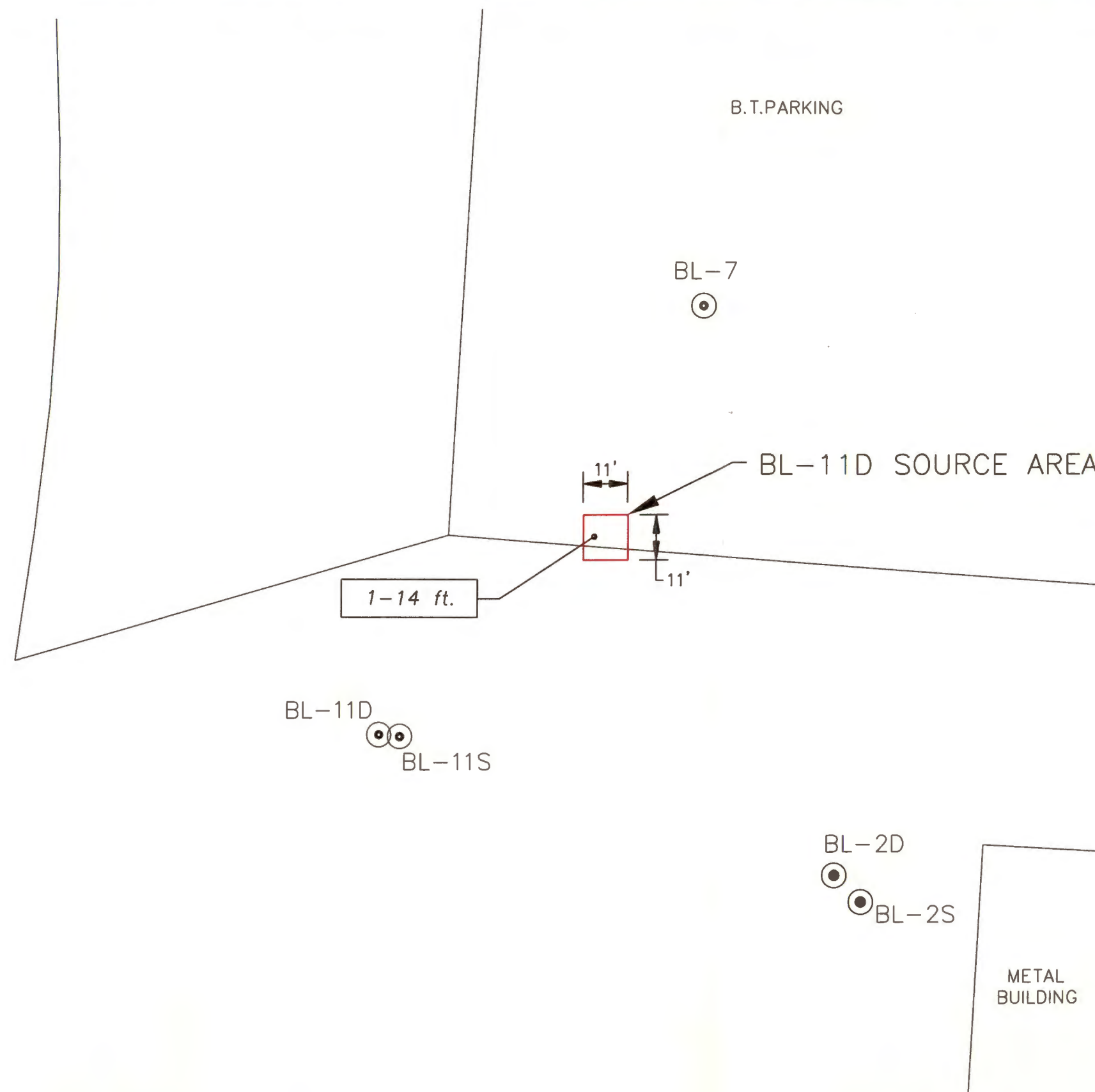
BAUSCH & LOMB INCORPORATED
FORMER FRAME CENTER
CHILI, NEW YORK
RD/RA FINAL ENGINEERING REPORT

**BL-9S SOURCE AREA
EXCAVATION LIMITS**

BBL

BLASLAND, BOUCK & LEE, INC.
engineers & scientists

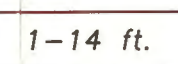
FIGURE
5



LEGEND

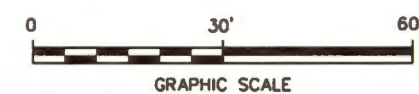
BL-2S
 MONITORING WELL

 LIMITS OF SOURCE AREA EXCAVATION

 1-14 ft. DEPTH INTERVAL OF VOC-SOURCE SOILS

NOTES:

1. THE LOCATION OF THE EXCAVATION AREAS WERE SURVEY LOCATED BASED ON THE RD/RA EXCAVATION LIMITS.
2. LIMITS OF BUILDINGS, FENCE LINES AND PARKING AREAS ARE APPROXIMATE.
3. THIS DRAWING IS ASSOCIATED WITH THE RD/RA FINAL ENGINEERING REPORT.



BAUSCH & LOMB INCORPORATED
 FORMER FRAME CENTER
 CHILI, NEW YORK
 RD/RA FINAL ENGINEERING REPORT

BL-11D SOURCE AREA
 EXCAVATION LIMITS

BBL BLASLAND, BOUCK & LEE, INC.
 engineers & scientists

FIGURE
 6

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Development and Implementation
of a Remedial Program for an
Inactive Hazardous Waste Disposal
Site, Under Article 27, Title 13,
and Article 71, Title 27 of the
Environmental Conservation Law
of the State of New York by

ORDER
ON
CONSENT

Index # B8-0173-97-07

BAUSCH & LOMB INCORPORATED

Respondent

Site Code # 8-28-061

WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for the enforcement of Article 27, Title 13 of the Environmental Conservation Law of the State of New York ("ECL"), entitled "Inactive Hazardous Waste Disposal Sites." This Order is issued pursuant to the Department's authority under ECL Article 27, Title 13 and under ECL 3-0301.

2. Bausch & Lomb Incorporated ("Respondent"), is a corporation doing business in the State of New York in that Respondent has owned and operated real property in the Town of Chili, Monroe County, known as the Bausch & Lomb Frame Center. A portion of that real property is an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2, and has been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 8-28-061 ("the Site").

The Department has classified the Site as a Classification "2" pursuant to ECL 27-1305.4.b.

3. Respondent has conducted a remedial investigation and feasibility study at the Site, and has conducted an interim remedial measure for a distinguishable area of contamination, and has submitted reports detailing its activities, all pursuant to an Order on Consent, Index # B8-0173-87-02, issued on September 10, 1990, and amended on June 5, 1995.

4. A. Pursuant to ECL 27-1313.3.a, the Commissioner of Environmental Conservation (the "Commissioner")

"...may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the department, at such site, and (ii) to implement such program within reasonable time limits specified in the order."

B. Any person under order pursuant to ECL 27-1313.3.a has a duty imposed by ECL Article 27, Title 13 to carry out the remedial program committed to under order. ECL 71-2705 provides that any person who fails to perform any duty imposed by ECL Article 27, Title 13 shall be liable for civil, administrative and/or criminal sanctions.

C. The Department also has the power, inter alia, to provide for the prevention and abatement of all water, land,

and air pollution. ECL 3-0301.1.i.

5. Following a period of public comment, the Department selected a final remedial alternative for the Site in a Record of Decision ("ROD"). Additional data gathered for designing the remedial program demonstrated the necessity to modify the remedial alternative, resulting in the Department's issuance of an Explanation of Significant Differences ("ESD") acknowledging the modification. The Department has concluded that the implementation and operation, maintenance and monitoring of the selected remedial alternative will be protective of human health and the environment at the Site. The ROD and the ESD are attached to this Order as Appendix "A" and are incorporated as an enforceable part of this Order.

6. The Department and Respondent agree that the goals of this Order are for Respondent to (i) develop and implement, in accordance with the ROD as modified by the ESD, an inactive hazardous waste disposal site remedial program ("Remedial Program") for the Site that shall include design and implementation, and operation, maintenance and monitoring of the selected remedial alternative; and (ii) reimburse the State's recoverable administrative costs in accordance with this Order.

7. Respondent, having waived its right to a hearing herein as provided by law, and having consented to the issuance and entry of this Order, agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority

or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms.

8. Nothing contained in this Order, nor Respondent's consent to issuance of this Order, shall be construed as an admission by Respondent. Respondent neither admits nor denies any of the Department's findings or conclusions of law contained in this Order. Respondent does not admit liability or violation of the law to the Department or to any other governmental entity or to third parties regarding any responsibility or fault addressed in this Order, except that Respondent agrees, with regard to the State, not to challenge any obligation to comply with this Order. However, nothing contained in this Order shall be construed to prohibit Respondent from defending against an allegation that it violated a specific requirement contained in this Order.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. Remedial Program Contents

A. Within 30 days after the effective date of this Order, Respondent shall submit to the Department a schedule for the development of the design to implement the remedial alternative selected for the Site by the Department in the ROD.

B. In accordance with the schedule as approved by the Department, Respondent shall develop and submit the remedial

design and the work plan for its construction, implementation and operation (the "Remedial Program") for approval. The remedial design shall be prepared by and have the signature and seal of a professional engineer who shall certify that the remedial design was prepared in accordance with this Order. The Remedial Program shall include the following:

1. A Remedial Design/Remedial Action Work Plan that includes a detailed description of the remedial objectives and the means by which each element of the selected remedial alternative will be implemented to achieve those objectives, including, but not limited to:
 - a. the construction and operation of any structures;
 - b. the collection, destruction, treatment, and/or disposal of hazardous wastes and substances and their constituents and degradation products, and of any soil or other materials contaminated thereby;
 - c. the collection, destruction, treatment, and/or disposal of contaminated groundwater, leachate, and air;
 - d. physical security and posting of the Site for those areas where access should be restricted;
 - e. health and safety of persons living and/or working at or in the vicinity of the Site during the implementation of the Remedial Program;

f. quality control and quality assurance procedures and protocols to be applied during implementation of the Remedial Program; and

g. monitoring which integrates needs which are present on-Site and off-Site during implementation of the Department-selected remedial alternative.

2. A time schedule to implement the Remedial Program;

3. A groundwater monitoring plan which sets forth the parameters, conditions, procedures, and protocols to determine the effectiveness of the Remedial Program;

4. A description of operation, maintenance, and monitoring activities to be undertaken after the Department has approved construction of the remedial design("O&M Plan"), including the number of years during which such activities will be performed;

5. A contingency plan to be implemented if any element of the Remedial Program fails to achieve any of its objectives or otherwise fails to protect human health or the environment;

6. A health and safety plan providing for the protection of persons at and in the vicinity of the Site during construction. This plan shall be prepared by a certified health and safety professional in accordance with 29 CFR 1910;

7. A citizen participation plan which

incorporates appropriate activities outlined in the Department's publication, " Citizen Participation in New York's Hazardous Waste Site Remediation Program: A Guidebook," dated June 1998, and any subsequent revisions thereto, and 6 NYCRR Part 375; and

8. "Biddable Quality" documents for the Remedial Program including, but not limited to, documents and specifications prepared, signed, and sealed by a professional engineer. These plans shall satisfy all applicable local, state and federal laws, rules and regulations.

II. Remedial Design, Construction and Reporting

A. Respondent shall implement the Remedial Program in accordance with the Department-approved remedial design and work plans and schedules.

B. During implementation of all construction activities identified in the remedial design, Respondent shall have on-Site a full-time representative who is qualified to supervise the work done.

C. Within 60 days after completion of the construction activities identified in the remedial design, Respondent shall submit to the Department "as-built" drawings and a final engineering report (each including all changes made to the remedial design during construction); and a certification by a professional engineer that the remedial design was implemented and all construction activities were completed in accordance with the Department-approved remedial design. The

"as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

D. Upon completion of the remedial design construction activities, Respondent shall implement the groundwater monitoring plan in accordance with the requirements of the Department-approved Remedial Program.

E. After receipt of the "as-built" drawings, final engineering report, and certification, the Department shall notify Respondent in writing whether the Department is satisfied that all construction activities have been completed in compliance with the approved Remedial Program.

F. If the Department concludes that any element of the Remedial Program fails to achieve its objectives or otherwise fails to protect human health or the environment, Respondent shall take whatever action the Department determines necessary to achieve those objectives or to ensure that the Remedial Program otherwise protects human health and the environment, unless objections are raised in accordance with Subparagraph IV.C below.

III. Progress Reports

A. Until completion of all construction activities and approval of the final engineering report submitted in accordance with Subparagraph II.C, above, Respondent shall submit to the parties identified in Subparagraph X.B in the numbers specified therein copies of written monthly progress

reports that:

1. describe the actions which have been taken toward achieving compliance with this Order during the previous month;
2. include all results of sampling and tests and all other data received or generated by Respondent or Respondent's contractors or agents in the previous month, including quality assurance/quality control information, whether conducted pursuant to this Order or conducted independently by Respondent, unless otherwise provided;
3. describe all actions, including, but not limited to, data collection and implementation of work plans, that are scheduled for the next month;
4. include information regarding unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Respondent's obligations under the Order, and efforts made to mitigate those delays or anticipated delays;
5. include any modifications to any work plans that Respondent has proposed to the Department or that the Department has approved; and
6. describe all activities undertaken in support of the Citizen Participation Plan during the previous month and those to be undertaken in the next month.

B. Respondent shall submit these progress reports

to the Department every month following the effective date of this Order.

C. Respondent also shall allow the Department to attend, and shall provide the Department at least seven days advance notice of, any of the following activities which are conducted in relation to the Remedial Program: prebid meetings, scheduled job progress meetings, substantial completion meeting and inspection, and final inspection and meeting.

IV. Review of Submittals

A. 1. The Department shall review each of the submittals Respondent makes pursuant to this Order to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Order and generally accepted technical and scientific principles. The Department shall notify Respondent in writing of its approval or comments regarding its disapproval of the submittal, except for the submittal discussed in Subparagraph I.B(5). All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

2. a. If the Department disapproves a submittal, it shall so notify Respondent in writing and shall specify the reasons for its disapproval. Within 30 days after receiving written notice that Respondent's submittal has been disapproved, or within such other time as approved by the Department, Respondent shall make a revised submittal to the

Department that addresses and resolves all of the Department's stated reasons for disapproving the first submittal.

b. After receipt of the revised submittal, the Department shall notify Respondent in writing of its approval or disapproval. If the Department disapproves the revised submittal, Respondent shall be in violation of this Order and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. Respondent shall modify and/or amplify and expand a submittal upon the Department's direction to do so if the Department determines, as a result of reviewing data generated by an activity required under this Order or as a result of reviewing any other data or facts, that further work is necessary.

C. In the event of a dispute between the Department and Respondent regarding the disapproval of a submittal or the need for modification or amplification of a submittal pursuant to this Paragraph IV, the parties shall first attempt to resolve the dispute informally between them. If, within thirty (30) days of Respondent's receipt of the notice of the Department's disapproval of a submittal, informal discussions and negotiations do not appear to be resolving the dispute,

Respondent shall be entitled to invoke this Subparagraph IV.C to resolve the issues in dispute.

1. Within 30 days of the date on which the Department issues a notification to Respondent of its disapproval, Respondent shall be entitled to serve upon the Department a request for the appointment of an Administrative Law Judge ("ALJ") to resolve the dispute, along with a written statement of the issues in dispute and the relevant facts upon which the dispute is based and the factual data, analyses or opinions supporting Respondent's position, and all other supporting documentation on which Respondent relies ("Statement of Position"), with copies also delivered to Eric Hausmann at the address provided in Subparaghrph X.A, below.

2. The Department staff shall deliver its Statement of Position to the ALJ and to Respondent no later than fifteen (15) business days after receipt of Respondent's Statement of Position. If desired by the ALJ, a personal appearance before the ALJ to express each party's position may then be scheduled. Personal appearances before the ALJ shall be discretionary with the ALJ, and shall not be required to resolve matters pursuant to this process.

3. The Department shall compile an administrative record of any dispute pursuant to this subparagraph. The record shall include the Statement of Position of each party and any other identified relevant

information. The record shall be available for review to all parties and to the public.

4. Upon review of the administrative record, the ALJ shall issue a final decision and order resolving the dispute. Respondent shall have the burden of proving that there is no rational basis for the Department's position giving rise to the dispute. Respondent shall have those rights available pursuant to Article 78 of the Civil Practice Laws and Rules of the State of New York ("CPLR"), provided that a petition under Article 78 is filed within thirty (30) days of receipt of the decision and order issued by the ALJ.

5. The invocation of the procedures stated in this subparagraph shall not extend, postpone, or modify Respondent's obligations under this Order with respect to any undisputed items. Respondent shall not be in violation of this Order for failure to perform tasks or obligations which are directly related to the issues in dispute or which may be altered or revised in the resolution of the issues in dispute. The invocation of the procedures provided in this subparagraph shall constitute an election of remedies by the party initiating the proceedings, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise have been available to the party regarding the issue in dispute.

V. Failure to Comply

A. Respondent's failure to comply with any term of this Order constitutes a violation of this Order and the ECL, unless the provisions of Subparagraph IV.C, above, have been invoked.

B. Respondent shall not be subject to any proceeding or action if it cannot comply with any requirement hereof because of an act of God, war, riot, strike, intervening acts of third parties which are beyond Respondent's control, or an occurrence arising from natural causes which the exercise of ordinary human prudence could not have prevented. Respondent shall, within ten days of when it obtains knowledge of any such occurrence or condition, notify the Department in writing. Respondent shall include in such notice a description of the measures taken and to be taken by Respondent to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Failure to give such notice within such ten-day period constitutes a waiver of any claim that a delay is not appropriately considered as a violation of this Order. Respondent shall have the burden of proving that an event is a defense to compliance with this Order pursuant to this Subparagraph V.B. Increased costs or expenses of any work to be performed under this Order, the financial inability of Respondent to perform such work, the failure of Respondent to make complete and timely application for any required approval or permit, and nonattainment of the goals, standards and

requirements of this Order do not constitute conditions or events warranting the relief set forth in this Subparagraph V.B.

VI. Entry upon Site

A. Respondent hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of the Respondent by any duly designated employee, consultant, contractor, or agent of the Department or any State agency for purposes of inspection, sampling, and testing and to ensure Respondent's compliance with this Order. Respondent shall provide the Department with suitable office space during construction at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Order and to job meetings.

B. Such Department representative shall comply with Respondent's established procedures for all visitors, which includes identification to appropriate security or reception personnel, and shall comply with the Department's established safety procedures for any such inspections. Nothing herein shall be construed as or applied to limit or condition any right to access to the Site which the Department may otherwise acquire, accrue, obtain or be entitled to.

VII. Payment of State Costs

A. Within 45 days of the effective date of this Order, Respondent shall pay to the Department the sum of \$43,227.19 which shall represent reimbursement in full for all

of the State's recoverable expenses incurred for the Site prior to February 24, 1998.

B. Within 60 days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent reimbursement for the State's recoverable expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for work performed at the Site after February 24, 1998, as well as for negotiating this Order, reviewing and revising submittals made pursuant to this Order, overseeing activities conducted pursuant to this Order, collecting and analyzing samples, and administrative costs associated with this Order.

C. Such payments shall be made by certified check payable to the Department of Environmental Conservation. Payment shall be sent to the Bureau of Program Management, Division of Environmental Remediation, N.Y.S.D.E.C., 50 Wolf Road, Albany, NY 12233-7010. Itemization of the costs shall include an accounting of personal services indicating the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. This information shall be documented by reports of Direct Personal Service. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of

expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

VIII. Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or Respondent's civil, criminal, administrative, or equitable rights or authorities.

B. Nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

IX. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description solely arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent, and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns, except that such indemnity and hold harmless obligation shall not apply to any acts or omissions of the Department, the State of New York or their representatives or employees, constituting gross negligence or willful misconduct.

X. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by

private courier service, or hand delivered. Communications from Respondent to the Department shall be addressed to:

Eric Hausamann, P.E.
Division of Environmental Remediation
New York State Department of Environmental
Conservation
50 Wolf Road
Albany, New York 12233-7010

with copies thereof sent to:

1. Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203
2. New York State Department of Environmental
Conservation
Division of Environmental Remediation
6271 East Avon-Lima Road
Avon, New York 14414-0057
3. Richard Elliott, P.E.
Monroe County Department of Health
111 Westfall Road, Caller 632
Rochester, New York 14692

B. Copies of work plans and reports shall be submitted as follows:

1. Four copies (one unbound) to Eric Hausamann, Division of Environmental Remediation.
2. Two copies to the Director, Bureau of Environmental Exposure Investigation.
3. Two copies to the Division of Environmental Remediation, Region 8, Avon
4. One copy to Richard Elliott, Monroe County Department of Health

C. Following the Department's approval of any

report submitted pursuant to this Order, Respondent shall submit additional copies to Eric Hausamann in accordance with the number and format as specified by him in a request for additional copies in microfilm (16 millimeter roll film, M type cartridge).

D. Communication to be made from the Department to Respondent shall be sent to:

Susan Roberts, Esq.
Bausch & Lomb, Incorporated
One Bausch & Lomb Place
Rochester, New York 14604-2701

and to: Frank Chiappone
Senior Environmental Engineer
Bausch & Lomb Incorporated
One Bausch & Lomb Place
Rochester, New York 14604-2701

and to: George M. Thomas
Blasland, Bouck & Lee, Inc.
6723 Towpath Road
P. O. Box 66
Syracuse, New York 13214-0066

E. The Department and Respondent reserve the right to designate additional or different addressees for communication on written notice to the other.

XI. Miscellaneous

A. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Order.

The Department's approval of these firms or individuals shall be obtained before the start of any activities for which Respondent and such firms or individuals will be responsible. The responsibility for the performance of the professionals retained by Respondent shall rest solely with Respondent. The Department acknowledges that the firms and personnel from Blasland, Bouck & Lee, Inc., and BBL Environmental Services, Inc., have been previously approved as qualified to perform their required tasks for this project.

B. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Respondent pursuant to this Order, and the Department also shall have the right to take its own samples. Respondent shall make available to the Department the results of all sampling and/or tests or other data generated by Respondent with respect to implementation of this Order and shall submit these results in the progress reports required by this Order. The Department shall promptly make available to Respondent the results of all sampling and/or tests or other data collected or generated by the Department relative to this project.

C. Respondent shall notify the Department at least 10 days in advance of the initiation of any phase of field activities to be conducted pursuant to this Order. In the event of an unforeseen activity, Respondent shall notify the Department immediately upon recognition of the need for such

activity if it is to be initiated in less than 10 days hence.

D. Respondent shall use its best efforts to obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform Respondent's obligations under this Order. Respondent shall promptly notify the Department of its inability to obtain such permits or authorizations on a timely basis. In the event that Respondent is unable to obtain the necessary permits or authorizations, the Department may, at its sole discretion and consistent with its legal authority, assist in obtaining such permits or authorizations which Respondent was unable to obtain. If such permits or authorizations cannot be reasonably obtained, then the relevant requirements pursuant to this Order may be modified accordingly.

E. Respondent and Respondent's officers, directors, agents, servants, employees, successors, and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter Respondent's responsibilities under this Order. Respondent's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Order in the performance of their designated duties on behalf of Respondent.

F. Respondent shall provide a copy of this Order to

each contractor hired to perform work required by this Order with respect to this Site, and shall require all such contractors to carry out their obligations in each contract in conformity with the requirements of this Order. Respondent or Respondent's contractors shall provide written notice of this Order to all subcontractors hired to perform any portion of the work required by this Order. Respondent shall nonetheless be responsible for ensuring that Respondent's contractors and subcontractors perform the work in satisfaction of the requirements of this Order.

G. All references to "professional engineer" in this Order are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

H. All references to "days" in this Order are to calendar days unless otherwise specified.

I. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Order.

J. 1. The terms of this Order shall constitute the complete and entire Order between Respondent and the

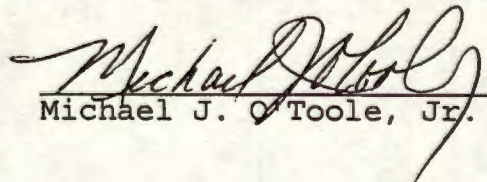
Department concerning the Site. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order.

2. If Respondent desires that any provision of this Order be changed, Respondent shall make timely written application, signed by Respondent, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Eric Hausamann.

K. The effective date of this Order shall be the date it is signed by the Commissioner or his designee.

DATED: 6/21, New York
1999

JOHN P. CAHILL
Commissioner
New York State Department of
Environmental Conservation

By: 
Michael J. O'Toole, Jr.

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

BAUSCH & LOMB INCORPORATED

By: SCM
(TYPE NAME OF SIGNER)

Title: Stephen C. McCluski

Date: Senior Vice President and Chief Financial Officer

June 8, 1999

STATE OF NEW YORK)
COUNTY OF Monroe) S.S.:

On this 8th day of June, 1999,
before me personally came Stephen C. McCluski, to
me known, who being duly sworn, did depose and say that he
resides in Monroe County
that he is the Senior Vice President and Chief Financial Officer of
Bausch + Lomb Incorporated, the corporation described in and
which executed the foregoing instrument; that he knew the seal
of said corporation; that the seal affixed to said instrument
was such corporate seal; that it was so affixed by the order of
the Board of Directors of said corporation and that he signed
his name thereto by like order.

Susan A. Roberts

Notary Public

SUSAN A. ROBERTS
Notary Public, State of New York
Qualified in Monroe County
Commission Expires April 13, 2001

TECHNICAL REPORT

Final Engineering Report Source Area Remedial Measure

Former Bausch & Lomb
Frame Center
Chili, New York

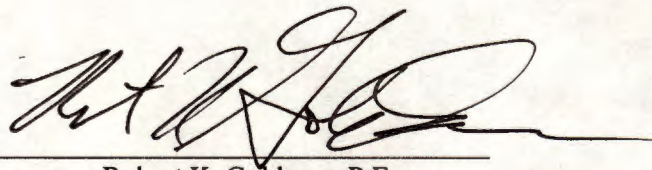
September 1999

BBL
BLASLAND, BOUCK & LEE, INC.
engineers & scientists

6723 Towpath Road, P.O. Box 66
Syracuse, New York, 13214-0066
(315) 446-9120

CERTIFICATION STATEMENT

I hereby certify that this document has been prepared in general conformance with the requirements of the Administrative Order on Consent (Index Number B8-0173-97-07) between the New York State Department of Environmental Conservation (NYSDEC) and Bausch & Lomb for implementation of the Former Bausch & Lomb Frame Center Site, Chili, New York Remedial Design/Remedial Action (RD/RA) Work Plan and Specifications Document, dated May 1999, prepared by Blasland, Bouck & Lee, Inc. (BBL). Furthermore, I certify that the RD/RA was performed as described herein and that, unless noted, such performance was in substantial conformance with the requirements of the RD/RA Work Plan under my signature and stamp as a Professional Engineer in the State of New York.



Robert K. Goldman, P.E.
New York State P.E. No. 060817-1

9/15/99

Date

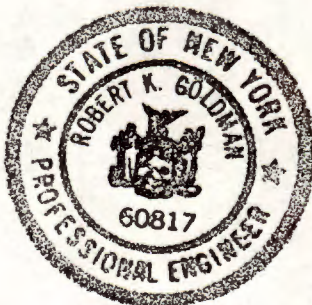


Table of Contents

Section 1.	Introduction	1-1
	1.1 Site Description	1-1
	1.2 Background	1-2
	1.3 Purpose and Report Organization	1-3
Section 2.	Pre-Construction Activities	2-1
	2.1 Preparation of Construction Plans	2-1
	2.2 Mobilization and Site Preparation	2-1
	2.2.1 Mobilization	2-1
	2.2.2 Site Preparation	2-2
Section 3.	Excavation Summary	3-1
	3.1 Excavation Activities	3-1
	3.1.1 VOC-Source Area BL-16S	3-1
	3.1.2 VOC-Source Area BL-9S	3-2
	3.1.3 VOC-Source Area BL-11D	3-3
Section 4.	Post-Excavation Summary	4-1
	4.1 Final Grading and Seeding	4-1
	4.2 Demobilization	4-1
Section 5.	Transportation and Disposal Summary	5-1
	5.1 Solid Waste	5-1
	5.2 Liquid Waste	5-1
Section 6.	Health and Safety Summary	6-1
	6.1 Air Monitoring	6-1
	6.2 Personnel Protective Equipment	6-1
	6.3 Personnel Training and Medical Surveillance	6-1
	6.4 Personnel and Equipment Decontamination	6-1
Figures	Figure 1 - Site Location Map	
	Figure 2 - General Site Conditions	
	Figure 3 - Source Area Locations	
	Figure 4 - BL-16S Source Area Excavation Limits	
	Figure 5 - BL-9S Source Area Excavation Limits	
	Figure 6 - BL-11D Source Area Excavation Limits	

Appendices

Appendix A - Administrative Order on Consent - Index # B8-0173-97-07
Appendix B - BBLES Daily Project Reports
Appendix C - Photographs
Appendix D - Waste Manifests
Appendix E - Daily Air Monitoring Results
Appendix F - Health & Safety Certificates

1. Introduction

This Final Engineering Report presents a description of the activities conducted to complete the New York State Department of Environmental Conservation (NYSDEC) -selected remedy (soil excavation and off-site disposal program), as presented in the Remedial Design/Remedial Action Work Plan (RD/RA Work Plan), dated May 1999, for the former Bausch & Lomb Frame Center (the Frame Center) located in Chili, New York. This report, has been prepared to satisfy the requirements presented in Section 3.4 of the May 1999 NYSDEC-approved RD/RA Work Plan prepared by Blasland, Bouck & Lee, Inc. (BBL), and the requirements of Paragraph II.C of the June 21, 1999 Administrative Order on Consent (AOC), Index Number B8-0173-97-07, between Bausch & Lomb and the NYSDEC.

As described in Section 3 of the RD/RA Work Plan, the remedial action performed at the site consisted of the removal and off-site disposal of volatile organic compound (VOC) impacted soil from the on-site source areas, as well as final restoration of the impacted areas. The on-site remedial action activities were completed by BBL Environmental Services, Inc. (BBLES). Royal Environmental Services (Royal) of Rochester, New York, as the Remedial Subcontractor to BBLES, was responsible for the preparation of a series of site-specific submittals as outlined in Section 3.2.2 of the RD/RA Work Plan and as further discussed below in Section 2.1. BBL, as subcontractor to BBLES, was responsible for the preparation of this Final Engineering Report.

Bausch & Lomb contracted directly with Waste Management of New York, LLC. High Acres Landfill & Recycling Center located in Perinton, New York for the trucking and disposal, at an off-site permitted facility, of the excavated source soils.

This report provides a complete summary of the RD/RA activities implemented by Bausch & Lomb to comply with the requirements of the RD/RA Work Plan and AOC.

1.1 Site Description

As presented on Figure 1, the former Frame Center is located on the south side of Paul Road, approximately one and one-half miles east of the intersection of State Route 33A and Paul Road in Chili, New York. The property is approximately 89 acres in size. The property is bordered on the north by Paul Road, to the south by CSX railroad tracks, by another industrial facility to the east, and to the west by a new residential development. The irregularly shaped property, as shown on Figure 2, has approximately 1,500 feet of frontage on Paul Road. From Paul Road, the eastern property boundary extends approximately 2,400 feet south to the CSX tracks. The southern boundary extends along the tracks to the west approximately 2,250 feet. The western boundary extends approximately 400 feet to the north, 750 feet to the east, and 1,850 feet to the north, back to Paul Road. An 8-foot high, chain-link fence runs along the southern and most of the eastern and western site boundaries.

The former Frame Center is comprised of one main building (Building 40), located in the northern portion of the property, and a smaller building (Building 41), located adjacent to the south of Building 40. Building 40 is approximately 354,000 square feet in size and contained Bausch & Lomb's production area, office, cafeteria, and other associated facilities.

Paved parking areas abut the western sides of both buildings, and a paved driveway runs along the eastern side of Building 40 and between Buildings 40 and 41. A small gravel-covered parking area adjoins the southern side of the main parking area, southwest of Building 41.

Building 41 is approximately 5,000 square feet in size and housed Bausch & Lomb's vehicle maintenance area and general storage. Prior to 1992, Building 41 served as the facility's hazardous waste storage area. In 1992, a new waste storage area was constructed along the eastern side of the main building, and hazardous wastes were no

longer stored in Building 41. A fenced enclosure, partially covered by an open canopy, is located adjacent to the eastern and northern sides of Building 41 and was used by Bausch & Lomb for general storage and storage of roll-off boxes under the open canopy.

South of the buildings and parking areas, the property is covered with open field-type vegetation, including grasses, shrubs, and herbaceous plants. Trees up to 24 inches in diameter are locally present, particularly near the southwest and extreme southeastern corner of the property.

The original boundaries of the site, as defined in 6 NYCRR Part 375-1.3, were the same as the Frame Center property boundaries described above and shown on Figure 2. Based on the results of the Remedial Investigation (RI), the Feasibility Study (FS), and the Interim Remedial Measure (IRM) completed for the former Bausch & Lomb Frame Center site, (summarized below), the NYSDEC has redefined the site boundaries to include an approximate 40 acre subset of the overall Frame Center property. This subset extends from the western to the eastern property line and approximately 1200 feet south of Building 40.

1.2 Background

The Frame Center was constructed in 1961 and enlarged in 1966. Bausch & Lomb sold the property in 1998. Operations at the facility included production of plastic and metal eyeglass frames. The facility produced plastic and metal eyeglass frames from 1961 to mid-1999. A variety of materials, including solvents and materials associated with metal plating and organic-based electroplating, were used at the facility in connection with the production of the frames. In 1998, Bausch & Lomb sold the facility and moved most of the production capabilities of the Frame Center to other Bausch & Lomb locations but continued to manufacture frames on a pilot scale in leased space. In mid-1999, Bausch & Lomb sold the Eyeware Division and the new owner soon thereafter closed all frame production. Although Bausch & Lomb no longer owns the property, Bausch & Lomb remains committed to ensuring remediation of the remaining VOC-impacted groundwater and soil.

From 1961 until approximately 1973, plating rinse waters from on-site metal plating operations were discharged to the on-site State Pollutant Discharge Elimination System (SPDES) Streambed Area (SSA). Discharge of waste waters from the facility was permitted under the May 3, 1961, New York State Department of Health (NYSDOH) permit. Since approximately 1973, the rinse waters have been treated and discharged to the municipal sanitary sewer system. Storm water runoff and non-contact cooling water continue to be discharged to the stream under a NYSDEC SPDES permit. In 1982, a No. 6 fuel oil release to the stream was reported to have occurred, by way of the storm drain system, as a result of a leak in the heating/condensation lines in the facility's fuel oil tank.

At the time of construction of the original facility in 1961, until approximately 1980, solvent and acid storage vaults in the southwest portion of the building were used for storage of solvents, oils, caustics, and acids. The vaults were equipped with floor drains that discharged to a dry well located south and outside of the southern margin of the original facility, and were sealed with concrete in 1980.

The Frame Center was listed on the New York State Registry of Inactive Hazardous Waste Sites as a Class 2 site after sampling in September 1982, January 1983, and November 1983 indicated elevated levels of heavy metals, oil, and grease in sediment associated with the SSA. The dry well area was also added to the Class 2 listing after sampling in August of 1984 and 1985 detected chlorinated solvents in the ground water. Following these sampling events, Bausch & Lomb entered into a Consent Order (Index No. B8-10733-87-02) in 1990 with the NYSDEC, which required the initiation of an RI/FS that was conducted by BBL, as presented in the RI Report dated October 1993.

The RI was conducted in five (5) phases between 1990 and 1997. The final phase of the RI included groundwater investigation activities, which were conducted in the period from December 1996 through February 1997. The activities identified potential VOC groundwater source areas and VOC groundwater plumes. The five (5) phases

of the RI revealed three (3) potential VOC source areas in the saturated overburden in the area south of the Frame Center, VOC plumes within the overburden groundwater system associated with each of the VOC source areas, and sediments in the on-site SSA containing elevated concentrations of polycyclic aromatic hydrocarbons (PAHs) and metals.

Following the final phase of the RI, an FS was conducted by BBL to evaluate the potential alternatives to address constituents of interest identified in environmental media at the site. The FS Report presented an evaluation of four comprehensive remedial alternatives (no action, natural attenuation and ground-water monitoring, ground-water removal and treatment, and mass reduction and natural attenuation). Based on review of the four alternatives, with respect to the seven National Contingency Plan (NCP) criteria, alternative four (mass reduction and natural attenuation) was the selected remedy; and the NYSDEC issued the final Record of Decision (ROD) for the site on February 24, 1998. In accordance with the ROD and at the request of the NYSDEC, pre-design data (additional soil testing) was collected at the site by BBL in August 1998 to further characterize the concentration of VOC's in soils prior to implementation of the selected remedy in each of three VOC source areas (BL-9S, BL-11D, and BL-16S), prior to off-site disposal (Figure 3). Based on the additional soil testing results, that indicated lower than expected VOC concentrations in the source areas, the ROD was modified to reduce the volume of soil excavation and disposal. An Explanation of Significant Differences (ESD) was issued by the NYSDEC in October 1998, as summarized in the RD/RA Work Plan. Following issuance of the ESD, Bausch & Lomb and the NYSDEC signed an AOC on June 21, 1999 for completion of the RD/RA activities. A copy of the AOC is provided in Appendix A.

1.3 Purpose and Report Organization

The purpose of this Final Engineering Report is to summarize and document the activities associated with implementation of the RD/RA Work Plan as detailed in Section 3.4 of the RD/RA Work Plan, and includes the following information:

- Description of the soil remedial activities and any deviations of the work specified in the RD/RA Work Plan and the RA Specification Document;
- As-built drawings;
- Documentation (e.g., manifest, waste characterization results) of the final disposition of materials excavated from the site;
- The on-site observer's daily project reports and photographs;
- Results of air monitoring activities;
- Schedule of the activities completed during the remedial work; and
- Certification by a BBL professional engineer, licensed to practice in New York State, that the remedial activities were performed in substantial conformance with the RD/RA Work Plan, RA Specifications Document, and/or NYSDEC-approved field changes.

The Final Engineering Report has been organized into the following section:

- Section 1 – Introduction;
- Section 2 – Pre-Construction Activities;
- Section 3 – Excavation Summary;
- Section 4 – Post-Excavation Summary;
- Section 5 – Transportation and Disposal Summary;
- Section 6 – Health and Safety Summary;
- Figures; and
- Appendices.

2. Pre-Construction Activities

2.1 Preparation of Construction Plans

Prior to mobilizing at the site, BBLES prepared various construction plans to be implemented during the remedial activities, as presented in the RD/RA Work Plan. These construction plans included:

- **Site Management Plan** - The Remedial subcontractor's Site Management Plan included, all relevant design information, plans, or details for the excavation activities; identification, description, and schedule for the transportation and off-site disposal of the waste materials generated during the RA activities at a permitted disposal facility; description of erosion and sedimentation control procedures and site clearing activities; identification of the work area and staging area locations; and descriptions of water management and treatment techniques, materials handling methods, and site restoration activities.
- **Decontamination Plan** - This plan identifies the appropriate procedures and methods that were employed to properly decontaminate project-related equipment, including excavation equipment, trucks, hand-tools, etc., that came in contact with impacted site media. In addition, this plan addressed the generation, collection, and handling of solids, liquids, personal protective equipment (PPE), and other related wastes generated during implementation of the selected remedy.
- **Dust, Noise, and Vapor Emissions Control Plan** - This plan described the Remedial Subcontractor's preventative and corrective measures for suppressing dust, noise, and vapor emissions during remediation activities. The minimum requirements for this plan were consistent with the dust, noise, and total organic vapor (TOV) action levels identified in BBLES's HASP.
- **Contingency Plan** - The Remedial Subcontractor's Contingency Plan at a minimum addresses, spill prevention and spill response plans/procedures, emergency vehicular access/egress, procedures for the evacuation of personnel from the site, and method(s) to contain equipment fuel (gasoline/diesel fuel) spills on-site. In addition the Contingency Plan includes a listing of all contact personnel with phone numbers.
- **Site-Specific Health & Safety Plan (HASP)** - The site-specific HASP at a minimum met the requirements of BBLES' HASP, 29 CFR 1926.65, 29 CFR 1910.120, and 29 CFR 1926.650 by addressing the identification and training of key personnel, certification of appropriate medical surveillance for personnel, identification of site hazards, delineation of work zones at the site, description of PPE and personal air monitoring, decontamination plans for personnel, a hazard communication program, and applicable Occupational, Safety & Health Administration (OSHA) requirements for soil excavation activities.

2.2 Mobilization and Site Preparation

2.2.1 Mobilization

Mobilization activities were initiated at the site on June 19, 1999, with the delivery of an excavator. The remainder of the equipment (i.e., dump truck, PPE, etc.) necessary to complete the project were delivered to the site on June 21, 1999. Due to the relatively short time duration of the project (approximately one week), BBLES did not mobilize a project trailer to the site. Therefore, no utility hookups (i.e., telephone, electrical, etc.) were necessary for the implementation of the RD/RA Work Plan.

2.2.2 Site Preparation

Prior to implementation of remedial activities, the following tasks were performed to prepare the site:

- Prior to excavation activities, the three source areas were located and staked out by a BBL survey crew;
- Areas defined as the VOC source areas within and around the BL-9S and BL-16S source areas were cleared to prepare the site for excavation activities. The areas were cleared of shrubs, trees, and other vegetation to near ground level. The cleared material was stockpiled outside the limits of the source areas, as directed by Bausch & Lomb. The area near BL-11D did not require site clearing because of its location in a paved/gravel area;
- Temporary erosion and sedimentation control measures (i.e., soil berm and silt fence) were installed to temporarily manage and/or divert surface-water flow away from the work area and to minimize the potential for erosion. In addition, a silt fence was installed around the final excavation in accordance with the 1991 New York Guidelines for Urban Erosion and Sediment Control;
- A temporary fence or barrier limiting the unauthorized access or unknowing access to the excavation areas associated with the RD/RA activities was installed. This barrier consisted of a four foot high orange plastic construction fence;
- An area for the decontamination of the equipment and material was established in the gravel area south of the parking lot. The approximate 8 foot by 8 foot area consisted of two-by-four inch wood berm with two layers of polyethylene sheeting over crushed stone. The decontamination area was sloped for the collection of the contaminated water. In addition, as approved by the on-site NYSDEC monitor, equipment (i.e., excavator bucket, tools, etc.) were decontaminated within the northern portion of source area BL-9S; and
- Exclusion zones were established in accordance with the site-specific HASP. These areas were limited to the excavation areas and were separated from the support zone by orange plastic construction fence. Work and staging areas were established within the exclusion zones for the excavation activities.

3. Excavation Summary

This section summarizes the construction activities implemented to excavate the VOC impacted soil within the predetermined limits of three source areas at the site. Prior to the start of excavation activities, the respective utility companies delineated public utility lines within the limits of the source area. The limits of excavation were also staked out as part of a BBL survey in accordance with the areas delineated in the RD/RA Work Plan. Daily Project Reports, as well as photographs taken during the remedial action activities are presented in Appendices B and C, respectively.

3.1 Excavation Activities

Excavation activities consisted of removing VOC-source soils in three areas and disposing of these materials at an off-site permitted disposal facility in accordance with applicable rules and regulations (See Section 5). The areal extent of the materials excavated from the three source areas is presented on Figure 3. The vertical limits of the VOC source soil removal in areas BL-16S, BL-9S, and BL-11D are presented on Figures 4 through 6, respectively. The depth intervals identified on these figures are those which correspond to the VOC source soils as presented in the RD/RA Work Plan, as well as field observations (i.e., visual and total volatile organic air monitoring) noted during the remedial activities. To excavate (access) the VOC-source soils, additional soil (material above source soil) was excavated. This additional material was excavated and segregated from the underlying soil to facilitate removal of the VOC-source soils and was staged adjacent to the excavation for future backfill into the excavation. Following removal of this material, VOC-source soils were excavated and loaded directly into dump trailers for transport to an off-site permitted disposal facility. To facilitate loading procedures and eliminate the need to decontaminate the dump trailers prior to leaving the site, a plastic tarp was draped along the side of the dump trailers during excavation and loading activities as shown on Photograph No. 1 in Appendix C. This procedure was approved by the on-site NYSDEC monitor. In addition, separate buckets were used on the excavator when removing the VOC-source soils and soils above the VOC-source soils to minimize decontamination activities. No confirmatory soil samples were collected by BBLES following excavation activities as presented in the approved RD/RA Work Plan. However, as presented below, the NYSDEC on-site monitor collected soil samples from the bottom of each excavation area. To minimize particulate/dust, a water spray was utilized during excavation activities on an as needed basis. During excavation activities, BBLES implemented an air monitoring program in accordance with the site-specific HASP to monitor the excavated material for Total Organic Volatiles (TOVs) and total airborne particulate (dust). In addition, this program was implemented to monitor the air within the Exclusion Zone and along the perimeter of the source areas, assess whether action levels for upgrading Personal Protection Equipment (PPE) were exceeded, and implement vapor/dust suppression procedures. The equipment used to conduct this air monitoring consisted of:

- A Photo ionization Detector (PID); and
- A RAM-1 Real Time Aerosol Monitor (for monitoring total dust particulates).

Air monitoring data recorded during the excavation activities is presented in Appendix E.

3.1.1 VOC-Source Area BL-16S

Excavation activities commenced at the BL-16S source area (Figure 4) on June 21, 1999. To access the VOC-source soils, approximately five feet of material was removed from the top portion of the excavation in accordance with the RD/RA Work Plan (Photograph No. 2). At approximately five foot below grade, noticeable odors as well as elevated PID readings were observed and excavation activities were ceased. Due to dump trailers being unavailable at that time, excavation activities to remove the VOC-source soils were delayed until June 23, 1999. Soils removed from above the VOC-source soils were staged adjacent to the area for future backfill in the excavation following the removal of the VOC-source soils. On June 23, 1999, the source area was excavated to approximately eleven

feet below grade (Photograph No. 3) and the VOC-source soil (in place volume of approximately 59 cubic yards) was directly loaded into dump trailers and transported to an off-site permitted facility for disposal. Following removal of the VOC-source soils, the NYSDEC on-site monitor collected one soil sample from the bottom of the excavation for laboratory analysis of TCL volatile organic compounds in accordance with USEPA Method 8260. To facilitate retrieval of the sample, the excavator was used to obtain the soil from the bottom of the excavation. No personnel entered the excavation during the excavation and/or sampling activities. The area was then backfilled (Photograph No. 4) with the previously excavated soils obtained from above the VOC-source soils and backfill material obtained on June 22, 1999 from a top soil stock pile located south east of the excavation area as indicated in the RD/RA Work Plan and as approved by Bausch & Lomb and the NYSDEC on-site monitor.

3.1.2 VOC-Source Area BL- 9S

Following excavation activities at source area BL-16S on June 21, 1999, excavation of a portion (Section 1) of source area BL-9S began to remove soils located above the VOC-source soils in this area. To facilitate removal activities of this relatively large excavation area, the source area was divided into two sections (Section 1 and Section 2) as presented in Figure 5. In order to access the VOC-source soils, approximately five to six feet of material (depending on location within the source area) was removed from the top portion of the excavation in accordance with the RD/RA Work Plan. At approximately six foot below grade (depth proposed in RD/RA Work Plan), noticeable odors as well as elevated PID readings were observed in Section 1 and excavation activities were ceased (Photograph No. 5). Due to dump trailers being unavailable at that time, excavation activities to remove the VOC-source soils were delayed until June 23, 1999. Soils removed from above the VOC-source soils were staged adjacent to the area for future backfill in the excavation following the removal of the VOC-source soils. Following removal of the VOC-source soils on June 23, 1999 (in place volume of approximately 111 cubic yards), the NYSDEC on-site monitor collected one soil sample from the bottom of the excavation for laboratory analysis of TCL volatile organic compounds in accordance with USEPA Method 8260. To facilitate retrieval of the sample, the excavator was used to obtain the soil from the bottom of the excavation. No personnel entered the excavation during the excavation and/or sampling activities. The VOC-source soil was directly loaded into dump trailers and transported to an off-site permitted facility for disposal. Section 1 was then backfilled (Photograph No. 6) with the previously excavated soils obtained from above the VOC-source soils and backfill material stockpiled on June 22, 1999 from a top soil stock pile located south east of the excavation area as indicated in the RD/RA Work Plan and as approved by Bausch & Lomb and the NYSDEC on-site monitor.

As with the Section 1 excavation activities, Section 2 was excavated to approximately five to six feet below grade on June 23, 1999 to access the VOC-source soils. At approximately five to six feet below grade (depending on location within the source area as presented in the RD/RA Work Plan), noticeable odors as well as elevated PID readings were observed and excavation activities were ceased. Soils removed from above the VOC-source soils were staged adjacent to the area for future backfill in the excavation following the removal of the VOC-source soils. Following removal of the VOC-source soils (Photograph No. 7) on June 24, 1999 (in place volume of approximately 318 cubic yards), the NYSDEC on-site monitor collected two soil samples from the bottom of the excavation using the excavator bucket for laboratory analysis of TCL volatile organic compounds in accordance with USEPA Method 8260. To facilitate retrieval of the samples, the excavator was used to obtain the soil from the bottom of the excavation. No personnel entered the excavation during the excavation and/or sampling activities. The VOC-source soil was directly loaded into dump trailers and transported to an off-site permitted facility for disposal. Section 2 was then backfilled (Photograph No. 6) with the previously excavated soils obtained from above the VOC-source soils and backfill material stockpiled on June 22, 1999 from a top soil stock pile located south east of the excavation area as indicated in the RD/RA Work Plan and as approved by Bausch & Lomb and the NYSDEC on-site monitor.

3.1.3 VOC-Source Area BL- 11D

Excavation activities for source area BL-11D (Figure 6) began on June 22, 1999. In order to access the VOC-source soils, the top layer of soils (seven feet as presented in the RD/RA Work Plan) was to be removed. However, due to elevated PID readings as well as visual observations, excavation activities were ceased and the remainder of the material (two foot to fourteen foot below grade) was managed as VOC-source soils (Photograph No. 8). In addition, due to dump trailers not being available at that time, excavation activities to remove the VOC-source soils were delayed until June 23, 1999. Soils removed from above the VOC-source soils were staged adjacent to the area for future backfill in the excavation following the removal of the VOC-source soils. Asphalt removed from the surface was stockpiled to the south of the excavation in the gravel parking lot and left on-site as approved by Bausch & Lomb. On June 23, 1999, the source area was excavated to approximately fourteen feet below grade (Photograph No. 9) and the VOC-source soil (in place volume of approximately 58 cubic yards) was directly loaded into dump trailers and transported to an off-site permitted facility for disposal. Following removal of the VOC-source soils, the NYSDEC on-site monitor collected one soil sample from the bottom of the excavation using the excavator bucket for laboratory analysis of TCL volatile organic compounds in accordance with USEPA Method 8260. To facilitate retrieval of the sample, the excavator was used to obtain the soil from the bottom of the excavation. No personnel entered the excavation during the excavation and/or sampling activities. The area was then backfilled (Photograph No. 10) with the previously excavated soils obtained from above the VOC-source soils and backfill material stockpiled on June 22, 1999 from a top soil stock pile located south east of the excavation area as indicated in the RD/RA Work Plan and as approved by Bausch & Lomb and the NYSDEC on-site monitor.

4. Post-Excavation Summary

Upon completion of the excavation activities within the three on-site source areas, the site was restored. Equipment that was exposed to contaminated material during excavation activities was decontaminated prior to its use for restoration activities as described in section 4.2 and 6.4 of this report. A summary of restoration and demobilization activities is presented below.

4.1 Final Grading and Seeding

Following excavation activities in the source areas, the areas of excavation were backfilled to approximately one foot above grade (to allow for settling) and compacted with the excavator bucket. The excavated areas were covered with a layer of straw on June 30, 1999 to provide temporary erosion control until vegetation is re-established. All other trees and shrubs that were disturbed during the excavation activities were not required to be restored as approved by Bausch & Lomb. In addition, the site was cleaned, including sweeping of the affected paved areas. However, due to the location of source area BL-11D (asphalt parking area), the excavation was completed with approximately two feet of gravel to approximately one foot above grade (to allow for settling). No asphalt was replaced as directed by Bausch & Lomb.

4.2 Demobilization

Following the completion of the restoration activities as presented above, the demobilization included the decontamination of the excavator bucket and any equipment which came in contact with potentially contaminated material. As approved by the on-site NYSDEC monitor, all equipment (i.e., excavator bucket, shovels) were decontaminated within the other portion of source area BL-9S using high pressure water and detergent. Following decontamination, the equipment was visually observed for cleanliness and scanned with a PID. No visual contamination or elevated readings were observed. Demobilization activities were completed on June 25, 1999 with the removal of all equipment (i.e., fencing, excavator, etc.). In addition, BBLES is responsible for the follow-up coordination and maintenance activities until the re-vegetation of the disturbed areas is complete.

5. Transportation and Disposal Summary

Solid and liquid waste generated during the RD/RA activities were properly managed (stored, transported, and disposed) to minimize environmental impacts, and to comply with the approved RD/RA Work Plan.

In addition, all generated wastes were properly characterized/profiled for proper disposition, as described below. The excavated soil was transported in accordance with NYSDEC and NYSDOT requirements for the transportation, packaging, and disposal of the materials.

5.1 Solid Waste

Solid waste generated during the remedial action activities consisted primarily of excavated soil, PPE, silt fence, and polyethylene sheeting. Bausch & Lomb subcontracted directly with Waste Management of New York, LLC High Acres Landfill & Recycling Center located in Perinton, New York to transport (using dump trailers) and dispose of the waste. Pre-excavation sampling and analysis activities had been performed by BBL, in accordance with Section 1.7 of the RD/RA Work Plan, to aid in the evaluation of the off-site disposal options for the VOC-source soil within the source areas. Based on review of the analytical results, the solid waste was characterized by Bausch & Lomb as non-hazardous and thus acceptable for disposal at their facility. A copy of the February 10, 1999 NYSDEC approval letter for the disposal of this material as non-hazardous is presented in Appendix D.

Prior to any solid waste being transported off site, BBLES signed Non-Hazardous Solid Waste Manifests (bill of lading) on behalf of Bausch & Lomb. A copy of the manifests are included as Appendix E. The solid waste was transported to High Acres Landfill by Silvarole Trucking Company of Rochester, New York, where it was weighed and then disposed of within the landfill. A total of approximately 925 tons of solid waste was disposed of at Waste Managements High Acres facility. A copy of the certificates of disposal are provided in Appendix D.

5.2 Liquid Waste

Due to the unseasonable dry weather prior to and during the excavation activities as well as the relatively impermeable soils on site in the source areas, limited groundwater was encountered thus eliminating the need to manage and/or dispose of it. In addition, decontamination of equipment was either dry deconned within the on-site decontamination pad located south of the parking lot or washed with water/detergent within source area BL-9S as approved by the on-site NYSDEC monitor. Due to the above referenced procedures, no liquids were required to be managed or disposed of for this program.

6. Health and Safety Summary

This section summarizes the health and safety activities implemented by BBLES during the RD/RA activities to ensure compliance with the site-specific HASP. The health and safety requirements implemented during the RD/RA activities included, but were not limited to the following:

- Performance of air monitoring activities;
- Proper use of PPE;
- Personnel training and medical surveillance; and
- Personnel and equipment decontamination.

6.1 Air Monitoring

During excavation within the on-site source areas, BBLES implemented an air monitoring program in accordance with the site-specific HASP to monitor the excavated material for Total Organic Volatiles (TOVs) and total airborne particulate (dust). In addition, this program was implemented to monitor the air within the Exclusion Zone and along the perimeter of the source areas, assess whether action levels for upgrading PPE were exceeded, and implement vapor/dust suppression procedures. The equipment used to conduct this air monitoring consisted of:

- PID; and
- A RAM-1 Real Time Aerosol Monitor (for monitoring total dust particulates).

Prior to the start of work each day, the air monitoring equipment was calibrated in accordance with manufacturers specifications and checked to ensure it was in proper working condition. Air monitoring was conducted continuously in the workers breathing zone. The remediation activities did not exceed the HASP action levels of 1 part per million (ppm) above the site background for more than one minute. TOVs were continuously monitored in the workers breathing zone and the results were recorded at a minimum of once per hour. In addition, particulate levels were continuously monitored and did not exceed the NYSDEC action level of 150 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) for one consecutive minute. The results of the TOV and dust monitoring during the RD/RA activities are summarized in Appendix E as well as documented in the Daily Project Reports presented in Appendix B.

6.2 Personal Protective Equipment

Modified Level D PPE was used during the remedial action activities, as described in Section 5 of the site-specific HASP. Based on the results of the air monitoring program, the PPE was not required to be upgraded throughout the duration of the remedial action activities.

6.3 Personnel Training and Medical Surveillance

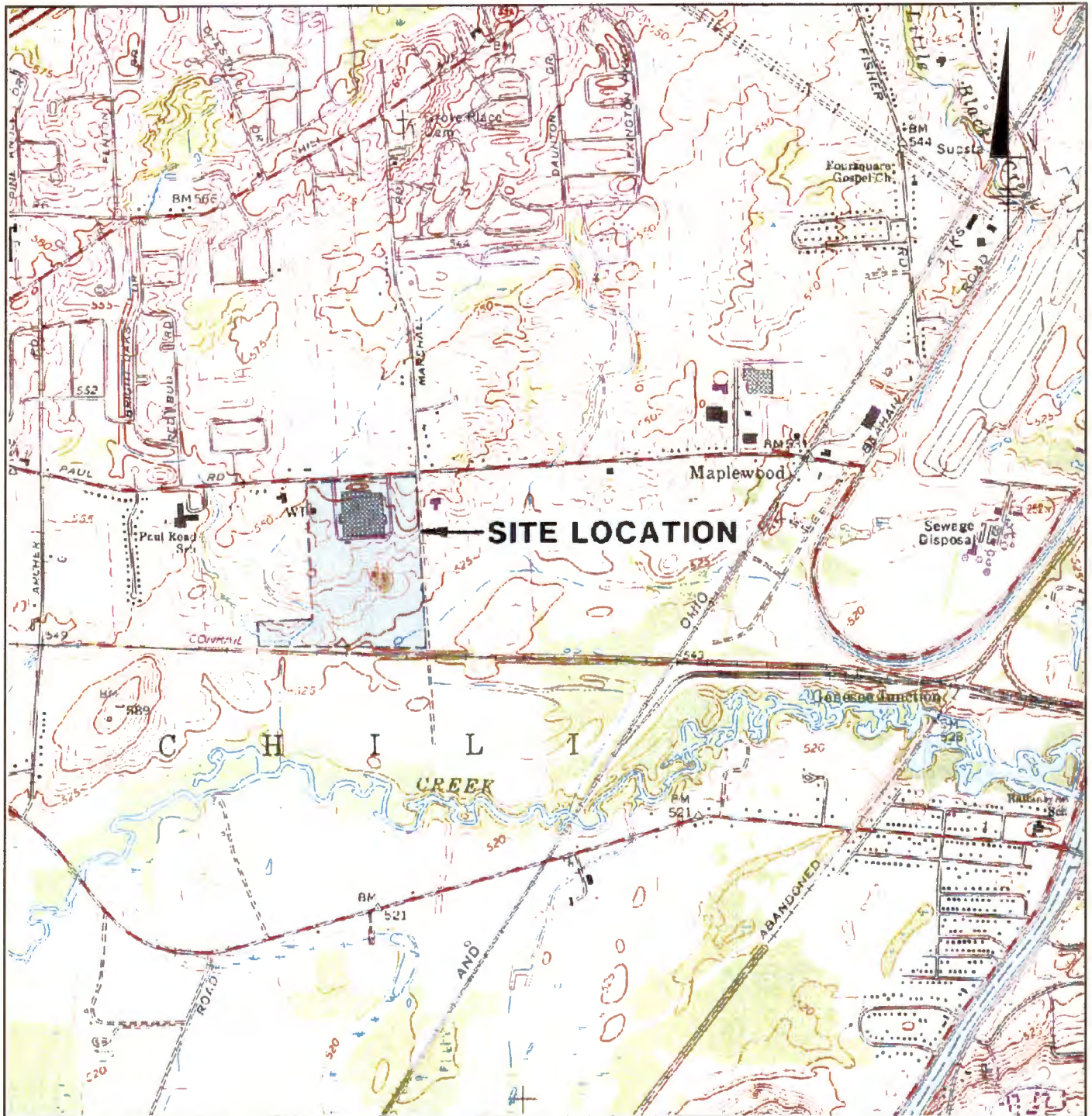
Personnel participating on site with the RD/RA activities were provided with the required training and medical surveillance pursuant to OSHA Regulation 29 CFR 1910.120 prior to being on-site. Documentation of the training and medical surveillance is presented in Appendix F.

6.4 Personnel and Equipment Decontamination

To prevent and/or reduce the transfer of potential contaminants by personnel and/or equipment from the on-site source area, procedures were implemented to decontaminate personnel and field equipment prior to exiting the site.

Prior to removal from the site, the bucket of the excavator was decontaminated using a high-pressure washer. As approved by the on-site NYSDEC monitor, all equipment impacted by potentially contaminated material was

decontaminated within the excavation of source area BL-9S prior to backfilling. Therefore, no decontamination waters were collected for off-site disposal. PPE was disposed in dump trailers with the VOC-source soils following excavation activities.



REFERENCE: BASE MAP SOURCE, USGS QUAD., CAMILLUS, NY, 1973.

2000' 0 2000'
 Approximate Scale: 1" = 2000'



AREA LOCATION

BAUSCH & LOMB INCORPORATED
 FORMER FRAME CENTER
 CHILI, NEW YORK
 RD/RA FINAL ENGINEERING REPORT

SITE LOCATION MAP

BBL

BLASLAND, BOUCK & LEE, INC.
 engineers & scientists

FIGURE
1

CONSTRUCTION ACTIVITIES REPORT

Project: FORMER BAUSCH + LOMB FRAME CENTER CHILI, NY RD/RA		File No. 34218.055
Contractor: ROYAL ENVIRONMENTAL	Contract No.:	Sheet No. 1 of 2 Sheets Date 6/21/99 Day of Week: S <u>(M)</u> T W T F S
Contractor's Supervisor: DAN PRICE		
Weather: 75°F CLEAR		Temperature: Min. Max.

Contractor's Activities, Visitors, Remarks: NYSDEC MONITOR ON-SITE

ROYAL ENVIRONMENTAL ON SITE @ 7:00 AM, NYSDEC
MONITOR ON-SITE (RAYMOND CRAWFORD) AT APPROX

8:00 AM. ROYAL INSTALLS SILT FENCE AROUND

ALL SOURCE AREAS FOLLOWING MINOR CLEARING
AND GRUBBING TO GAIN ACCESS TO AREAS.

THE FIRST AREA TO BE EXCAVATED WILL BE AREA

16S. ROYAL ENVIRONMENTAL EXCAVATED AREA 16S TO

APPROX. 5' BELOW GRADE AS PRESENTED IN THE WORK
PLAN. THIS CONSTITUTES THE NON-SOURCE SOILS.

PID READINGS OF THIS MATERIAL RANGED FROM 0 TO

0.3 ppm. PARTICULATES RANGED FROM 0 TO 50 ug/m³

EXCAVATION ACTIVITIES WERE COMPLETED IN APPROX.

ONE HOUR. VISUAL STAINING AS WELL AS ELEVATED

PID READINGS > 1ppm / NOTICABLE ODORS WERE

EVIDENT AT 5.0 FT. LEVEL. EXCAVATED MATERIAL WAS

STAGED ADJACENT TO EXCAVATION FOR BACKFILL. REMAINDER

OF MATERIAL (5.0 - 11.0 FT) WILL BE REMOVED ON 6/23/99

BLES Al Lyons

CONSTRUCTION ACTIVITIES REPORT

Project: FORMER BAUSCH + LOMB FRAME CENTER CHILI, NY RD/RA		File No. 34218.055
Contractor: ROYAL ENVIRONMENTAL	Contract No.:	Sheet No. 2 of 2 Sheets
Contractor's Supervisor: DAN PRICE		Date 6/21/99
Weather: 75°F CLEAR		Day of Week: S (M) T W T F S
		Temperature: Min. Max.

Contractor's Activities, Visitors, Remarks:

FOLLOWING EXCAVATION OF THE NON-SOURCE SOILS OF AREA 16S, EXCAVATION OF SOURCE AREA 9S BEGAN. ACTIVITIES WERE CONCENTRATED IN SOUTH WEST CORNER OF THE AREA TO FACILITATE REMOVAL ACTIVITIES. NON-SOURCE MATERIALS (0-6 FT) WERE REMOVED AND STAGED ADJACENT TO EXCAVATION FOR FUTURE BACKFILL. PID READINGS RANGED FROM 0 - 7.8 ppm. PARTICULATE READINGS RANGED FROM 0 - 85 $\mu\text{g}/\text{m}^3$. EXCAVATION ACTIVITIES WERE COMPLETED IN APPROX 2.0 HRS. VISUAL STAINING AS WELL AS ELEVATED PID READINGS > 10 ppm / NOTICABLE ODORS WERE EVIDENT AT 6.0 FT LEVEL. REMAINDER OF WILL BE EXCAVATED ON 6/23 - 6/24/99.

NOTE: WATER HOSE (SPRAY) WAS UTILIZED DURING EXCAVATION OF AREA 9S TO MAINTAIN DUST LEVELS BELOW 150 $\mu\text{g}/\text{m}^3$.

BBL'S Al Lyons

CONSTRUCTION ACTIVITIES REPORT

Project: <u>FORMER BAUSCH + LOMB FRAME CENTER</u> <u>CHILI, NY</u> <u>RD/RA</u>		File No. <u>34218.055</u>
Contractor: <u>ROYAL ENVIRONMENTAL</u>	Contract No.:	Sheet No. <u>1</u> of <u>1</u> Sheets
		Date <u>6/22/99</u>
Contractor's Supervisor: <u>DAW PRICE</u>		Day of Week: S M <u>T</u> W T F S
Weather: <u>75°F CLEAR</u>		Temperature: Min. Max.

Contractor's Activities, Visitors, Remarks:

BEGAN EXCAVATION OF SOURCE AREA 11 D. AS PER
WORK PLAN, NON-SOURCE MATERIAL ARE 0-7'
BELOW GRADE. AT 1.0' DEPTH SIGNIFICANT ODORS/
STAINING AND ELEVATED PID READINGS WERE NOTED
PID > 10 ppm. BASED ON THE READINGS AND/OR VISUAL
OBSERVATIONS, EXCAVATION ACTIVITIES WERE STOPPED
AND THE REMAINING MATERIAL (1'-14' INTERVAL)
WILL BE EXCAVATED AND TRANSPORTED OFF-SITE
FOR DISPOSAL. IT IS EXPECTED THAT DUMP TRUCKS
WILL BE AVAILABLE ON 6/23/99. SOURCE AREA
SOILS EXCAVATION WILL BEGIN ON 6/23/99 WHEN
TRUCKS ARE AVAILABLE. PARTICULATE READINGS
RANGED FROM 0-22 ug/m³ DURING BRIEF
EXCAVATION ACTIVITIES (APPROX. 15 MINUTES)
ROYAL ENVIRONMENTAL BEGAN STOCK PILING BACKFILL
MATERIAL FROM SOUTH EAST PORTION OF SITE
AT SOURCE AREA LOCATIONS FOR FUTURE BACKFILL

BBL'S Al Lyons

CONSTRUCTION ACTIVITIES REPORT

Project: FORMER BAUSCH + LOMB FRAME CENTER CHILI, NY RD/RA		File No. 34218.055
Contractor: ROYAL ENVIRONMENTAL	Contract No.:	Sheet No. 1 of 3 Sheets Date 6/23/99 Day of Week: S M T ☒ W T F S
Contractor's Supervisor: DAN PRICE		
Weather: 80°F CLEAR		Temperature: Min. Max.

Contractor's Activities, Visitors, Remarks: ARRIVED ON SITE @ 7:00 AM.

SILVAROLE TRUCKING ON-SITE TO TRANSPORT SOURCE SOILS TO HIGH ACRES LANDFILL. ROYAL ENVIRONMENTAL STARTS EXCAVATING AREA 16S @ 7:15 AM AND COMPLETES EXCAVATING (5'-11') AT 8:30 AM. APPROX VOLUME OF SOURCE MATERIAL REMOVED WAS ≈ 59 CUBIC YARDS. THIS MATERIAL WAS LOADED INTO 3 SILVAROLE TRUCKING TRAILERS FOR DISPOSAL. (BILL OF LADING #'S 008764, 008763, 008761) FOLLOWING REMOVAL OF THE MATERIAL, THE NYSDEC MONITOR COLLECTED ONE SOIL SAMPLE FROM THE BOTTOM OF THE EXCAVATION FOR ANALYTICAL TESTING. PID READINGS RANGED FROM 0 TO 29.8 ppm (PEAK, NOT SUSTAINED). PARTICULATE READINGS RANGED FROM 0-89 ug/m³. ROYAL THEN MOVED TO SOURCE AREA 9S TO REMOVE SOURCE MATERIAL FROM SOUTHWEST CORNER (5'-12'). EXCAVATION ACTIVITIES BEGAN @ 9:00 AM AND WAS COMPLETED AT 12:30 PM. FOLLOWING EXCAVATION, THE NYSDEC COLLECTED ONE

BBL'S Al Lyons

CONSTRUCTION ACTIVITIES REPORT

Project: <u>FORMER BAUSCH + LOMB FRAME CENTER</u> <u>CHILI, NY</u> <u>RO/RA</u>		File No. <u>34218.055</u>
Contractor:	Contract No.:	Sheet No. <u>2</u> of <u>3</u> Sheets
<u>ROYAL ENVIRONMENTAL</u>		Date <u>6/23/99</u>
Contractor's Supervisor: <u>DAN PRICE</u>		Day of Week: S M T <u>W</u> T F S
Weather: <u>80°F CLEAR</u>		Temperature: Min. Max.

Contractor's Activities, Visitors, Remarks: SOIL SAMPLE FROM THE BOTTOM
OF THE EXCAVATION FOR ANALYTICAL TESTING. THE
MATERIAL REMOVED FROM THE EXCAVATION WAS
LOADED INTO 7 SILVAROLE TRUCKING TRAILERS FOR
OFF-SITE DISPOSAL (BILL OF LADING #'S 008761, 008765,
008768, 008767, 008766, 008762, 008771) PID READINGS
RANGED FROM 0 TO 19.8ppm (PEAK, NO SUSTAINED)
PARTICULATE READINGS RANGED FROM 0 TO 82 ug/m³
WITH NO SUSTAINED READINGS ABOVE 150ug/m³. ROYAL
THEN MOVED TO SOURCE AREA 11D TO REMOVE SOURCE
SOILS (1'-14'). EXCAVATION ACTIVITIES BEGAN AT
12:45 PM AND WAS COMPLETED AT 2:20 PM. FOLLOWING
EXCAVATION, THE NYSDEC COLLECTED ONE SOIL SAMPLE
FROM THE BOTTOM OF THE EXCAVATION FOR ANALYTICAL
TESTING. THE MATERIAL REMOVED FROM THE
EXCAVATION WAS LOADED INTO 4 SILVAROLE TRUCKING
TRAILERS FOR OFF-SITE DISPOSAL (BILL OF LADING #'S
008771, 008773, 008769, 008770) PID READINGS RANGED

BBL'S Al Lyons

CONSTRUCTION ACTIVITIES REPORT

Project: <u>FORMER BAUSCH + LOMB FRAME CENTER</u> <u>CHILI, NY</u> <u>ROJRA</u>		File No. <u>34218.055</u>
Contractor:	Contract No.:	Sheet No. <u>3</u> of <u>3</u> Sheets
<u>ROYAL ENVIRONMENTAL</u>		Date <u>6/23/99</u>
Contractor's Supervisor: <u>DAN PRICE</u>		Day of Week: S M T <u>(W)</u> T F S
Weather: <u>80°F CLEAR</u>		Temperature: Min. Max.

Contractor's Activities, Visitors, Remarks: FROM 0 TO 21.2^{ppm} (PEAK, NO SUSTAINED)
PARTICULATE READINGS RANGED FROM 0 TO 92 ug/m³
WITH NO SUSTAINED READING ABOVE 150 ug/m³. ROYAL
THEN BEGAN BACKFILLING THE 16S EXCAVATION
BETWEEN 2:30 PM + 3:30 PM, THE 11D EXCAVATION
BETWEEN 4:00 PM + 4:30 PM AND THE PORTION
OF 9S EXCAVATION BETWEEN 4:30 PM AND 5:00 PM
BACKFILL MATERIAL CONSISTED OF THE SURFACE
NON SOURCE MATERIAL AS WELL AS MATERIAL
FROM THE SOUTHEAST PORTION OF THE PROJECT
AREA'S. TO FACILITATE EXCAVATION ACTIVITIES
TWO BUCKETS WERE USED ON THE EXCAVATOR
(1- SOURCE MATERIAL AND 1- NON SOURCE MATERIAL)
DECONTAMINATION OF THE BUCKET WILL BE
COMPLETED FOLLOWING REMOVAL OF THE
TARGETED SOURCE SOILS AS REFERENCED IN THE
WORK PLAN. WATER SPRAY WAS USED DURING EXCAVATION
AND BACKFILLING ACTIVITIES TO MINIMIZE PARTICULATE LEVELS.

BBL'S Al Lyons



CONSTRUCTION ACTIVITIES REPORT

Project: FORMER BAUSCH + LOMB FRAME CENTER CHILI, NY RD/RA		File No. <u>34218.055</u>
Contractor:	Contract No.:	Sheet No. <u>1</u> of <u>1</u> Sheets
ROYAL ENVIRONMENTAL		Date <u>6/24/99</u>
Contractor's Supervisor: <u>DAW PRICE</u>		Day of Week: S M T W <u>T</u> F S
Weather: <u>80°F CLEAR</u>		Temperature: Min. Max.

Contractor's Activities, Visitors, Remarks: EXCAVATION ACTIVITIES RESUME
ON SOURCE AREA 95. ACTIVITIES WERE CONDUCTED
BETWEEN 7:00AM AND 6:00pm WITH NYSDEC
MONITOR OVERSIGHT. FOLLOWING REMOVAL OF
NON-SOURCE SOILS (0-5 1/6') SOURCE SOURCE
SOILS WERE LOADED INTO 14 SILVAROLE
TRUCKING TRAILERS FOR OFF-SITE DISPOSAL.
(BILL OF LADING #'S 008742, 008744, 008743, 008741,
008739, 008740, 008772, 008738, 008737, 008736,
008777, 008775, 008774, 008776) FOLLOWING EXCAVATION,
TWO SOIL SAMPLE WERE COLLECTED FROM THE
BOTTOM OF THE EXCAVATION BY THE NYSDEC MONITOR
FOR ANALYTICAL TESTING. PID READINGS RANGED
FROM 0 TO 123 ppm (PEAK NO SUSTAINED) PARTICULATE
READINGS RANGED FROM 0 TO 100 ug/m³ WITH NO
SUSTAINED READINGS. AREA WAS THEN BACKFILLED
WITH PREVIOUSLY REMOVED MATERIAL TO ± 6
FEET BELOW GRADE. REMAINING WILL BE BACKFILLED 6/25/99

AS APPROVED BY THE NYSDEC MONITOR, EQUIPMENT
EXPOSED TO POTENTIALLY CONTAMINATED SOILS WAS DECONTAMINATED
IN SOURCE AREA 95 EXCAVATION.

ABLES Al Lyons



CONSTRUCTION ACTIVITIES REPORT

Project: FORMER BAUSCH + LOMB FRAME CHILI, NY RD/RA		File No. 34218.055
Contractor:	Contract No.:	Sheet No. 1 of 1 Sheets
ROYAL ENVIRONMENTAL		Date 6/25/99
Contractor's Supervisor: DAN PRICE		Day of Week: S M T W T <u>F</u> S
Weather: 75°F RAIN		Temperature: Min. Max.

Contractor's Activities, Visitors, Remarks: ARRIVED ON SITE AT 7:00AM
ROYAL ENV. ON SITE. THE ONLY WORK REMAINING IS
THE BACKFILLING OF AREA 9S AS WELL
AS SEEDING AREA'S 9S AND 16S. DUE TO
HEAVY RAIN, WORK HAS BEEN STOPPED,
RAIN STOPS @ APPROX 12:00PM. BACKFILL
ACTIVITIES STARTED AGAIN. PARTICULATE READINGS
RANGED FROM 0-62 ug/m³. DUE TO RAIN,
DUST WAS NOT AN ISSUE. BACKFILL ACTIVITIES
WERE COMPLETED AT APPROX. 6:00pm. SEEDING
WILL BE COMPLETED NEXT WEEK. ALL
EQUIPMENT WAS REMOVED FROM SITE.

BBLES Al Lyons

Appendix C
Bausch & Lomb Incorporated
Former Frame Center
Chili, New York
RD/RA Engineering Report



Photograph #1: Source area loaded into dump trailers for off-site disposal.



Photograph #2: Excavation of source area BL-16S in progress.

Appendix C
Bausch & Lomb Incorporated
Former Frame Center
Chili, New York
RD/RA Engineering Report



Photograph #3: Excavation of source area BL-16S completed.



Photograph #4: Restoration of source area BL-16S.

Appendix C
Bausch & Lomb Incorporated
Former Frame Center
Chili, New York
RD/RA Engineering Report



Photograph #5: Excavation of source area BL-9S in progress (Section 1).



Photograph #6: Restoration of source area BL-9S.

Appendix C
Bausch & Lomb Incorporated
Former Frame Center
Chili, New York
RD/RA Engineering Report



Photograph #7: Excavation of source area BL-9S in progress (Section 2).



Photograph #8: Excavation of source area BL-11D in progress.

Appendix C
Bausch & Lomb Incorporated
Former Frame Center
Chili, New York
RD/RA Engineering Report



Photograph #9: Excavation of source area BL-11D completed.



Photograph #10: Restoration of source area BL-11D.

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Western Remedial Action, Room 352
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-0414 FAX: (518) 457-3972



February 10, 1999

Frank Chiappone
Bausch & Lomb
1 Bausch & Lomb Place
Rochester, New York 14604-2701

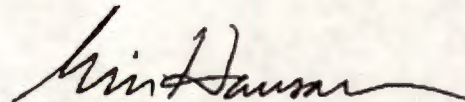
Re: **Bausch & Lomb Frame Center, Site No. 8-28-061**
Chili (T), Monroe County, New York
Disposal of TCE-containing soil

Dear Mr. Chiappone:

Based on available soil data, the New York State Department of Environmental Conservation (Department) has concluded that soils generated as a result of remedial activities scheduled for this spring at the above-referenced site do not need to be manifested as hazardous waste for disposal. While low level contaminants are present, TAGM 3028 provides that the soil material does not require handling as a hazardous waste. The soils should be bulked and disposed pursuant to 6 NYCRR Part 360 at a permitted facility. The Department asks that certification be provided to this office showing that the solid waste materials have been properly disposed in a permitted Part 360 facility or out-of-state RCRA Subtitle D equivalent.

If you have any questions regarding this letter, please call me at (518) 457-0414.

Sincerely,



Eric Hausmann, P.E.
Environmental Engineer
Technical Support Section

C:\1_projects\8-28-061 (Bausch&Lomb)\corresp\chiap_06.wpd

cc: M. Rivera -NYSDOH
D. Crosby - BCS
T. Caffoe - Region 8
C. Jackson - BWRA

Shipper's No. **008763 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624

6/23

19 99 FROM

BAUSCH & LOMB INCORPORATED

The property described below in separate good order, except as noted (amounts and condition of contents of packages unimportant), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at and destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

SILVARELLI TRUCKING
ROCHESTER, NEW YORK

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGH WINDS LANDFILL
Perington Parkway
Perington, New York

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____ to apply in payment of the charges on the property described hereon. Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NON HAZARDOUS SOLIDS			
	" Steel Filing Cabinet SU.		85			EST VOLUME ~ 25 yds			
	" Optical Goods		200						
	" Electrical Instruments		100						
	" Spectacle Cases		100			PROFILE # CL 3545			
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per Al Lyons AS AGENT FOR Bausch + Lomb Agent, Per _____
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3

5/16/99 *[Signature]*

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18309
Time In: 08:50 Time Out: 09:06

Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008763 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S17T18 Trailer:

Gross: 102100 PB Lbs
Tare: 37600 PB Lbs
Net: 64500

Tons: 32.25
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	32.25	T		
15	Soils - Landfilled - Taxed	32.25	T		

PO:

Ticket Clerk _____ PPS Driver

Wilson

Shipper's No.

008764 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

6/23

19 99 FROM

BAUSCH & LOMB INCORPORATED

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood through out this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery or to such destination, if on its route, otherwise to deliver to another carrier on the route to such destination. It is mutually agreed, as to each carrier of all or any portion of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Missouri Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to SILVANCE TRUCKING
ROCHESTER, NEW YORK

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGHT ACRES LANDFILL
Perington, PARKWAY
Perington, NEW YORK

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described herein.

Agent or Collector

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Cl. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Cl. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125						
	" Steel Filing Cabinet SU.		85						
	" Optical Goods		200						
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per Al Lyons
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624
FORM NO. 5183 FC

3

AS AGENT FOR BAUSCH & LOMB

Agent, Per

Shipper

Bar

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18320
Time In: 09:32 Time Out: 09:45
Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008764 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: GD12 Trailer:

Gross: 112260 PB Lbs
Tare: 36180 PB Lbs
Net: 76080

Tons: 38.04
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	38.04	T		
15	Soils - Landfilled - Taxed	38.04	T		

PO:

Ticket Clerk _____ PPS Driver OS ar

Shipper's No. **008761 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624 **6/23** 19 **99** FROM**BAUSCH & LOMB INCORPORATED**

The property described below is shipped under contract, except as noted hereunder, and condition of contents of packages with receipt, marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a red or a red-water shipment, or (2) in the applicable water carrier classification or tariff if this is a water carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee - For purposes of notification only.)

Consigned to **SILVAKOLL TRUCKING**
ROCHESTER NEW YORK

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereto.)

Destination and State

HIGH ALKES LAUNDRY
Perington, New York**145**

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consigner)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
as payment of the charges on the property described herein.

Agent or Carrier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125						
	" Steel Filing Cabinet SU.		85						
	" Optical Goods		200						
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per **Al Lyons**
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

AS AGENT FOR **BAUSCH & LOMB** Agent, Per

SHIPPER

Mugent

High Acres Landfill and Recycling Center Date: 06/23/1999 Ticket Out: 18273
ALL LOADS MUST BE TARPED OR COVERED DOWN Time In: 10:29
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!! Grid: Cell 3 Western Expansion

Manifest: 008761 Advf:

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Origin: Monroe County

Generator#: 0016 BAUSCH & LOMB

Transporter: 0001 SILVAROLE

Truck: S32T15 Trailer:

Bill to: 8506 BAUSCH & LOMB
, NY

Gross: 114900 PB Lbs

Tons: 38.24

Tare: 38420 PT Lbs

Quantity: 0.00

Net: 76480

Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
15	Soils - Landfilled - Taxed	38.24	T		
TRX	TRANS(TAXED PER TON)	38.24	T		

PO:

Ticket Clerk PPS Driver

THIS IS A REPRINT TICKET

Shipper's No. **008765 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624

6/23 1999 FROM

BAUSCH & LOMB INCORPORATED

the property described below in apparent good order, except as noted hereon and condition of contents of packages unknown, marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any portion of said property over all or any portion of said route to destination, and as to each party at any time concerned in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification in effect if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by this shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

SILVARULE TRUCKING
ROCHESTER NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereto.)

Destination and State

HIGH ACRE'S LANDFILL
Harrington Park, N.Y.
Harrington, New York

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____ to apply in payment of the charges on the property described hereon Agent or Carrier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			ACMA HAZ 501C			
	" Steel Filing Cabinet SU.		85			approx volume 25yd			
	" Optical Goods		200			Ptote CL3545			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per **AI LYAS**
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624
FORM NO. 5183 FC

3

Agent, Per

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18392
Time In: 13:02 Time Out: 13:15

Grid: Cell 3 Western Expansion

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008765 Advf:

Origin: Monroe County

Generator#: 0016 BAUSCH & LOMB

Transporter: 0001 SILVAROLE

Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S13T21 Trailer:

Gross: 107120 PB Lbs

Tare: 36960 PB Lbs

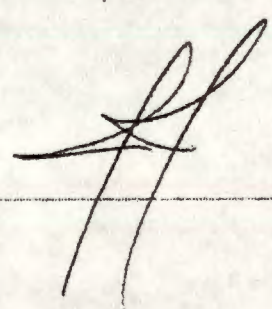
Net: 70160

Tons: 35.08
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	35.08	T		
15	Soils - Landfilled - Taxed	35.08	T		

PO:

Ticket Clerk _____ SLO Driver _____



Shipper's No.

008768 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

6/23 1999 FROM

BAUSCH & LOMB INCORPORATED

The property described below, in apparent good order, except as noted hereon and condition of contents of packages unknown, marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under this contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any portion of and route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

SILVAIRULE TRUCKING
ROCH, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

11.64 ACRES LANDFILL
Derivation PARKWAY
Derivation, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in payment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			Box MATHEMATICS SOIL			
	" Steel Filing Cabinet SU.		85			APPROX 25.0			
	" Optical Goods		200						
	" Electrical Instruments		100						
	" Spectacle Cases		100			Box 1A CL3545			
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per AL LYONS

Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

AGENT FOR
BAUSCH & LOMB

Agent, Per

3

TRUCKER

Highway 111 Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18354
Time In: 11:19 Time Out: 11:37
Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008768 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S17T18 Trailer:

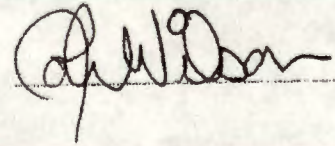
Gross: 108640 PB Lbs
Tare: 36700 PB Lbs
Net: 71940

Tons: 35.97
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
15	Soils - Landfilled - Taxed	35.97	T		
TRX	TRANS(TAXED PER TON)	35.97	T		

PO:

Ticket Clerk SLO Driver



Shipper's No. **008767 D**

(Name of Carrier)

Carrier's No.

Rochester, N.Y. 14624

6/23

1999

FROM

BAUSCH & LOMB INCORPORATED

The property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property may all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Seaway, Western and Western Freight Classifications in effect on the date hereof, if that is a rail or a rail-water shipment, or (2) in the applicable water carrier classification or tariff if this is a water carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

**SILVAROLE TRUCKING
ROCHESTER NEW YORK**

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGH ACRES LANDFILL**145**

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here: "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described hereon.
Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NON HAZARDOUS SOLID			
	" Steel Filing Cabinet SU.		85			APPENDIX VOLUME 25, D			
	" Optical Goods		200			Profile # CL3545			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per **AL LYONS**
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

Agent, Per

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18367
Time In: 11:58 Time Out: 12:11

Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008767 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: GD12 Trailer:

Gross: 107420 PB Lbs
Tare: 36600 PB Lbs
Net: 70820

Tons: 35.41
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	35.41	T		
15	Soils - Landfilled - Taxed	35.41	T		

PO:

Ticket Clerk SLO Driver

Handwritten signature

Shipper's No. **008766 D**

(Name of Carrier)

Carrier's No. _____

Rochester, N.Y. 14624

6/25

19 99

FROM

BAUSCH & LOMB INCORPORATED

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time concerned in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Western Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

SILVAROLE TRUCKING
ROCHESTER, NEW YORK

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGH ACRES LANDFILL
Perinton, New York
Perinton, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment until full payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described herein.

Agent or Endorser

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			ACR HAZARDOUS SOIL			
	" Steel Filing Cabinet SU.		85			APPROX volume 25 yd			
	" Optical Goods		200			Pict. # CL 3545			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per AL LYNAS

Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3

Agent, Per

AS AGENT FOR
BAUSCH & LOMB
TRUCKER
HUGENT

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18377
Time In: 12:36 Time Out: 12:36

Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008766 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S32T15 Trailer:

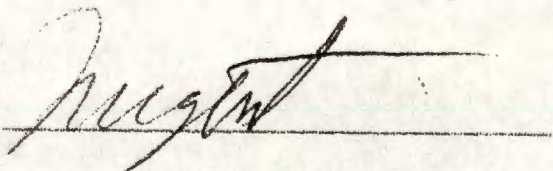
Gross: 100420 PB Lbs
Tare: 38420 PT Lbs
Net: 62000

Tons: 31.00
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
15	Soils - Landfilled - Taxed	31.00	T		
TRX	TRANS(TAXED PER TON)	31.00	T		

PO:

Ticket Clerk SLO Driver



Shipper's No. **008762 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624 **6/23** 19 **99** FROM**BAUSCH & LOMB INCORPORATED**

The property described below is in apparent good order, except as noted (amounts and condition of contents of packages unknown), marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood through out this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if an air route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property from all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

**SILVARULE TRUCKING
ROCHESTER, NEW YORK**

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

**HIGH RIDES LANDFILL
PARKINGTON PARKWAY
PARKINGTON, NEW YORK****145**

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if the document is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____ to apply in payment of the charges on the property described hereon. Agent or Carrier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ck. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ck. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85+	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			<i>NON HAZARDOUS SOLIDS</i>			
	" Steel Filing Cabinet SU.		85						
	" Optical Goods		200			<i>Prod. # CL3545</i>			
	" Electrical Instruments		100						
	" Spectacle Cases		100			<i>Approx Volume 25 yd</i>			
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per **AL LYONS** AS AGENT FOR BAUSCH & LOMB
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624
FORM NO. 5183 FC

Agent, Per **SHIPPER**

Landfill and Recycling Center Date: 06/23/1999 Ticket: 18342
ALL LOADS MUST BE TARMED OR TIED DOWN Time In: 10:38 Time Out: 10:54
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!! Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008762 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S13T21 Trailer:

Gross: 114660 PB Lbs
Tare: 35660 PB Lbs
Net: 79000

Tons: 39.50
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	39.50	T		
15	Soils - Landfilled - Taxed	39.50	T		

PO:

Ticket Clerk SLO Driver

Shipper's No. **008771 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624

FROM

BAUSCH & LOMB INCORPORATED**6/23/99**

19

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood through out this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time associated in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his consignee.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

**SILVAROLE TRUCKING
ROCH, NY**

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

**HIGH AKRES LANDFILL
Perington Parkway
Perington, NY****145**

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without receipt on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of the shipment with out payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described herein.

Agent or Cashier

For _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NON HAZARDOUS SOLID			
	" Steel Filing Cabinet SU.		85			1st volume 25yd			
	" Optical Goods		200						
	" Electrical Instruments		100			Profile # CL3545			
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per **AL LYNIS**

Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

AS AGENT FOR
Bausch + Lomb

Agent, Per

3 TRUCKER**John L. Linn**

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18414
Time In: 13:52 Time Out: 14:07
Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008771 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S17T18 Trailer:

Gross: 109560 PB Lbs
Tare: 36600 PB Lbs
Net: 72960

Tons: 36.48
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	36.48	T		
15	Soils - Landfilled - Taxed	36.48	T		

PO:

Ticket Clerk SLD Driver

John Wilson

Shipper's No.

008773 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

6/23 1999 FROM

BAUSCH & LOMB INCORPORATED

the property described herein in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood through out this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property even all or any portion of said route to destination, and as to each party at any time incurred in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official Tariff, Schedule, and through Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

SILVARUE TRUCKING
ROCH, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGH ACRES LANDFILL
Perington Parkway
Perington, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described herein.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NON HAZARDOUS SOLID			
	" Steel Filing Cabinet SU.		85			VOLUME # 25yd			
	" Optical Goods		200			Profile # CL3545			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per AL LYONS

AS AGENT FOR
BAUSCH & LOMB

Agent, Per

Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3

TRUCK

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18422
Time In: 14:12 Time Out: 14:27

Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008773 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: GD12 Trailer:

Gross: 108920 PB Lbs
Tare: 34940 PB Lbs
Net: 73980

Tons: 36.99
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
15	Soils - Landfilled - Taxed	36.99	T		
TRX	TRANS(TAXED PER TON)	36.99	T		

PO:

Ticket Clerk SLO Driver

Now

Shipper's No.

008769 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

6/23/99

19

FROM

BAUSCH & LOMB INCORPORATED

The property described below is shipped under order, except as noted hereon, and condition of contents of package unknown, marked, damaged, and delivered in undamaged boxes, which and carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agree to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any part of said property over all or any part of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth in Official, Standard, Minimum and Maximum Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or 125 in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

(Mail or street address of consignee - For purposes of notification only.)

Consigned to

SILVAROLE TRUCKING
ROCK, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGH ACRES LINDVILL
PERKINSON PARKWAY
PERKINSON, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Reserved \$
to apply in prepayment of the charges on the property described herein.

Agent or Cashier

Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NON HAZARDOUS SOLIDS			
	" Steel Filing Cabinet SU.		85			VOLUME = 25 yds			
	" Optical Goods		200			PROFILE # CL 3545			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per AL LYONS
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

NS AGENT FOR BAUSCH & LOMB

Agent, Per

TRUCKER / VENDOR

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18434
Time In: 14:52 Time Out: 14:52
Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008769 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S32T15 Trailer:

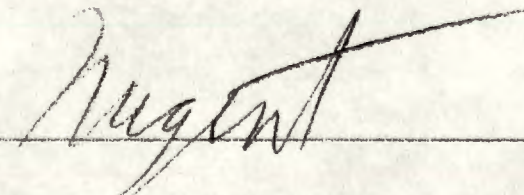
Gross: 104660 PB Lbs
Tare: 38420 PT Lbs
Net: 66240

Tons: 33.12
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	33.12	T		
15	Soils - Landfilled - Taxed	33.12	T		

PO:

Ticket Clerk ____ SLO Driver



Shipper's No. **008770**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624

FROM

BAUSCH & LOMB INCORPORATED

19

6/23/99

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood through out this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any portion of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

(Mall or street address of consignee — For purposes of notification only.)

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without receipt on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described herein. Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

Consigned to **SILVAROLE TRUCKING**
ROCHESTER, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGHWICKES LANDFILL
PRINCETON PARKWAY
PRINCETON, NY**145**

Shipper reserves the right to route shipments to the best interest of all concerned.

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NOA HILKEDS 30165			
	" Steel Filing Cabinet SU.		85			3 VOLUME 25.1			
	" Optical Goods		200			Profile # CL 3545			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

† The fibre boxes used for this shipment, conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per **AL Lyons**

Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3

TRUCKER

AS AGENT FOR
BAUSCH & LOMB

Agent, Per

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/23/1999 Ticket: 18460
Time In: 15:12 Time Out: 15:45

Grid: Cell 3 Western Expansion

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008770 Advf:

Origin: Monroe County

Generator#: 0016 BAUSCH & LOMB

Transporter: 0001 SILVAROLE

Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S13T21 Trailer:

Gross: 94600 PB Lbs

Tons: 28.49

Tare: 37620 PB Lbs

Quantity: 0.00

Net: 56980

Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	28.49	T		
15	Soils - Landfilled - Taxed	28.49	T		

PO:

Ticket Clerk SLO Driver

Shipper's No.

008742 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

FROM

BAUSCH & LOMB INCORPORATED

the property described below in apparent good order, except as noted hereon and condition of contents of packages unknown, marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood through this contract as meaning any person or corporation in possession of the property under the contract of delivery to said destination, if an air route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each parcel of all or any portion of said route to destination, and as to each party of any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading for tariffs (1) in Official, Southern, Western and Union Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable major carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, on which is the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to **SILVEROLE TRUCKING**
ROCH, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereto.)

Destination and State

HIGH ACRES LANDFILL
Perignton Parkway
Perignton, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here: "To be Prepaid."

Received \$ _____
to apply in payment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Chk. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Chk. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NON HAZARDOUS SOLIDS			
	" Steel Filing Cabinet SU.		85			Est. Volume 25 yds			
	" Optical Goods		200			Profile # CL 3545			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per **AI Lyons**

Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3

TRUCKER

AS AGENT FOR
BAUSCH & LOMB

Agent, Per

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18724
Time In: 15:13 Time Out: 15:33
Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: CL3545 Advf. 008742
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S25T21 Trailer:

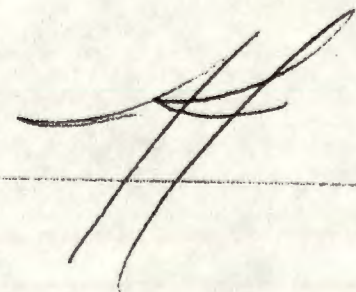
Gross: 111560 PB Lbs
Tare: 34160 PB Lbs
Net: 77400

Tons: 38.70
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	38.70	T		
15	Soils - Landfilled - Taxed	38.70	T		

PO:

Ticket Clerk _____ PPS Driver _____



Shipper's No.

008744 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

6/24/99

19

FROM

BAUSCH & LOMB INCORPORATED

the property described below in separate good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood through out this contract) is making any person or corporation in possession of the property under the contract agree to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading on Form 111 in Official, Southern, Western and Western Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or 121 in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

SILVAROLE TRUCKING
ROCHESTER, N.Y.

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGH ACRES LANDFILL
Perington Parkway
Perington, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of the shipment with out payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described herein.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Cl. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Cl. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NON HAZARDOUS SOLIDS			
	" Steel Filing Cabinet SU.		85			+ DESIGN MATERIALS			
	" Optical Goods		200						
	" Electrical Instruments		100			701 R # CC 3545			
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per

AI Lyons

AS AGENT FOR
BAUSCH & LOMB

Agent, Per

Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3 TRUCKER

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/25/1999 Ticket: 18794
Time In: 07:31 Time Out: 08:04
Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008744 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S17 Trailer:

Gross: 102580 PB Lbs
Tare: 37100 PB Lbs
Net: 65480

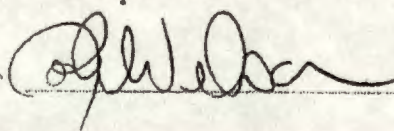
Tons: 32.74
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
15	Soils - Landfilled - Taxed	32.74	T		
TRX	TRANS(TAXED PER TON)	32.74	T		

PO:

Ticket Clerk _____ PPS

Driver



Shipper's No. **008743 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624

6/24/99

19

FROM

BAUSCH & LOMB INCORPORATED

the property described below in apparent good order, except as noted hereunder and condition of contents of packages unknown, marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time unincorporated in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading on Form 111 in Official, Southern, Western and Western Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or 121 in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is issuing this bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to **SILVARULE TRUCKING**
ROCH., N.Y.

Destination and State
HIGH ACRES LAWNALL
Perignton Hickway
Perignton, N.Y.

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without receipt on the consignment, the consignee shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here, "To be Prepaid"

Received \$ _____ to apply in prepayment of the charges on the property described herein.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125						
	" Steel Filing Cabinet SU.		85						
	" Optical Goods		200						
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" with integral rigid form Carrying Cases O.T. nested, retaining structure		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per **Al Lyons**
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

AS Agent for **Bausch & Lomb** Agent, Per _____

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18740
Time In: 15:42 Time Out: 15:55
Grid: Cell 3 Western Expansion

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008743 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: GD12 Trailer:

Gross: 113240 PB Lbs
Tare: 33900 KB Lbs
Net: 79340

Tons: 39.67
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	39.67	T		
15	Soils - Landfilled - Taxed	39.67	T		

PO:

Ticket Clerk _____ PPS Driver Don

Shipper's No. **008739 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624

6/24/99

19

FROM

BAUSCH & LOMB INCORPORATED

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood through this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time excepted in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading and Tariff (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

(Mall or street address of consignee — For purposes of notification only.)

Consigned to

SILVARELE TRUCKING
ROCK NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

11.6 ACRES LANDFILL
Perinton, New York
Perinton, NY**145**

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicability bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment until payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____ to apply in payment of the charges on the property described herein. Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cov.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cov.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NON HAZARDOUS SOLIDS			
	" Steel Filing Cabinet SU.		85			VOLUME 2 25425			
	" Optical Goods		200			Profile # CL3545			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per AL Lyons
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

AS AGENT FOR Bausch + Lomb Agent, Per _____

Trucker Don

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18679
Time In: 13:26 Time Out: 13:42
Grid: Cell 3 Western Expansion

Manifest: ~~008736~~ ^{008739 az} Advf:

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Origin: Monroe County

Generator#: 0016 BAUSCH & LOMB

Transporter: 0001 SILVAROLE

Truck: GD12

Trailer:

Bill to: 8506 BAUSCH & LOMB
, NY

Gross: 118280 PB Lbs

Tons: 42.19

Tare: 33900 PB Lbs

Quantity: 0.00

Net: 84380

Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
15	Soils - Landfilled - Taxed	42.19	T		
TRX	TRANS(TAXED PER TON)	42.19	T		

PO:

Ticket Clerk ___ PPS Driver Doz

Shipper's No. **008740 D**

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

FROM

BAUSCH & LOMB INCORPORATED

the property described below in apparent good order, subject to noted exceptions and conditions of contents of packages well marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if so to result, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any portion of said property that every driver to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth in Official, Southern, Western and Missouri Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to **SILVAROLE TRUCKING**
ROCH. NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State **HIGH AIRS LANDFILL**
Princeton Parkways
Princeton, NY**145**

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if the shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here: "To be Prepaid."

Received \$ _____ to apply in payment of the charges on the property described herein.

Agent or Cashier

For _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			<i>AKA HAZARDOUS SCIS</i>			
	" Steel Filing Cabinet SU.		85			<i>PST. X10MC 25yd</i>			
	" Optical Goods		200			<i>Piofile # CL3545</i>			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" (Not cellular or expanded Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over)		85						
	" with integral rigid form Carrying Cases O.T. nested, retaining structure		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per **Al Lyons**
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3

TRUCKER

Agent Per

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18709
Time In: 14:34 Time Out: 14:54
Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008740 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

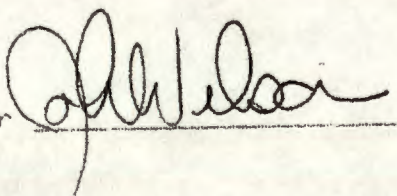
Truck: S17T18 Trailer:

Gross: 102320 PB Lbs
Tare: 37640 PB Lbs
Net: 64680

Tons: 32.34
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	32.34	T		
15	Soils - Landfilled - Taxed	32.34	T		

PO:

Ticket Clerk _____ PPS Driver 

Shipper's No. **008772 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624

FROM

BAUSCH & LOMB INCORPORATED

the property described below, in apparent good order, except as noted hereon and condition of contents of packages unknown, marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agree to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property under all or any portion of said route to destination, and as to each party at any time concerned in all or any of said property, that every service to be performed hereunder shall be subject to the terms and conditions of the Uniform Domestic Through Bill of Lading set forth (1) in Official, Southern, Western and Union Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable water carrier classification or tariff if this is a water carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to **SILVAROLE TRUCKING**
ROCHESTER, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGH ACRES CHAUFFEUR
Princeton Parkway
Princeton, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here: "To be Prepaid."

Received \$ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100			<i>NON HAZARDOUS SOIL</i>			
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			<i>EST volume 25yd</i>			
	" Steel Filing Cabinet SU.		85						
	" Optical Goods		200			<i>Profit # CL 3545</i>			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the Box Maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading required by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per **Al Lyons**
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3

TRUCKER

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18660
Time In: 12:53 Time Out: 13:08
Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008772 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S25T21 Trailer:

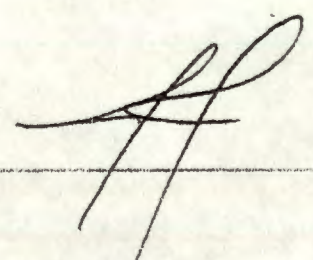
Gross: 109440 PB Lbs
Tare: 34180 PB Lbs
Net: 75260

Tons: 37.63
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
15	Soils - Landfilled - Taxed	37.63	T		
TRX	TRANS(TAXED PER TON)	37.63	T		

PO:

Ticket Clerk _____ PPS Driver _____



Shipper's No.

008738 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

6/24/99

19

FROM

BAUSCH & LOMB INCORPORATED

The property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined to indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation or partnership of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is hereby agreed, as to each carrier of all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to

SILVAROLL TRUCKING
ROCH, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGH ACRES LANDFILL
Arlington Parkway
Arlington, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____ to apply in payment of the charges on the property described herein.

Agent or Cashier

For (The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125						
	" Steel Filing Cabinet SU.		85						
	" Optical Goods		200						
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per AI Lyons
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

Agent, Per

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18545
Time In: 08:40 Time Out: 08:56

Grid: Cell 3 Western Expansion

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008738 Advf:

Origin: Monroe County

Generator#: 0016 BAUSCH & LOMB

Transporter: 0001 SILVAROLE

Bill to: 8506 BAUSCH & LOMB
, NY

Truck: GD12

Trailer:

Gross: 118260 PB Lbs

Tare: 37200 PB Lbs

Net: 81060

Tons: 40.53

Quantity: 0.00

Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	40.53	T		
15	Soils - Landfilled - Taxed	40.53	T		

PO:

Ticket Clerk _____ PPS Driver _____

Don

Shipper's No.

008737 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

6/24/99

19

FROM

BAUSCH & LOMB INCORPORATED

The property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agree to carry to its usual place of delivery at said destination, if an air route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each parcel of all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and House Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable water carrier classification or tariff if this is a water carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, on which is the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

(Mail or street address of consignee — For purposes of notification only.)

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Consigned to

SILVACLE TRUCKING
POCH, NY

Destination and State

HIGH ALPES LANDFILL
Princeton, PARKERSBURG
Princeton, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this document is to be delivered to the consignee without receipt on the consignee, the consignee shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To Be Prepaid"

Received \$
to apply in prepayment of the charges on the property described herein.
Agent or Cashier

Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			NON HAZARDOUS SOLID			
	" Steel Filing Cabinet SU.		85			1st volume 250			
	" Optical Goods		200						
	" Electrical Instruments		100			Pack # CL3545			
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per *Al Lyman*
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

AS AGENT FOR Bausch + Lomb

Agent, Per

3

Trucker

[Signature]

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18556
Time In: 09:08 Time Out: 09:24
Grid: Cell 3 Western Expansion

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008737 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S17 Trailer:

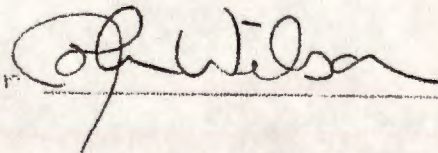
Gross: 104020 PB Lbs
Tare: 37680 PB Lbs
Net: 66340

Tons: 33.17
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	33.17	T		
15	Soils - Landfilled - Taxed	33.17	T		

PO:

Ticket Clerk _____ PPS Driver _____



Shipper's No. **008736 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624

6/24/49

19

FROM

BAUSCH & LOMB INCORPORATED

The property described below is in apparent good order, except as noted (locations and condition of contents of packages unknown), marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to **SILVAROLE TRUCKING**
ROCH, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State

HIGH ACRES LANDFILL
Princeton Parkway
Princeton, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment until payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____ to apply in payment of the charges on the property described herein.
 Agent or Cashier

For (The signature here acknowledges only the amount prepaid.)

Charge Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125						
	" Steel Filing Cabinet SU.		85			<i>NON HAZARDOUS SOLID</i>			
	" Optical Goods		200			<i>EST volume 25yd</i>			
	" Electrical Instruments		100			<i>Prot. It # CL 3545</i>			
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

† This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per _____

Agent, Per _____

Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3

TRUCKER

August

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18562
Time In: 09:39 Time Out: 09:40
Grid: Cell 3 Western Expansion
Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008736 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S32T15 Trailer:

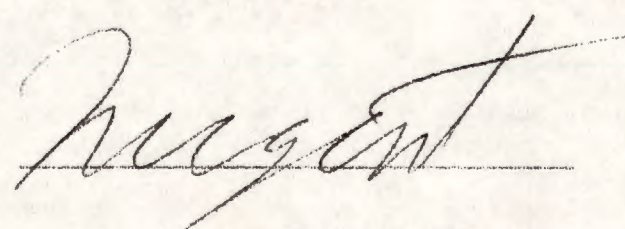
Gross: 104080 PB Lbs
Tare: 38420 PT Lbs
Net: 65660

Tons: 32.83
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	32.83	T		
15	Soils - Landfilled - Taxed	32.83	T		

PO:

Ticket Clerk _____ PPS Driver



Shipper's No.

008777 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624 *6/24/99* 19

FROM

BAUSCH & LOMB INCORPORATED

the property described below in apparent good order, except as noted hereon and condition of contents of packages unknown) marked, numbered, and delivered as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable water carrier classification or tariff if this is a water carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to *SILVACUL TRUCKING*
ROCH, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State *HIGH ACRES LAND, INC.*
Perinton Parkway
Perinton, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment until payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

For (The signature here acknowledges only the amount prepaid.)

Charges Advanced \$

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			<i>NON HAZARDOUS SOLID</i>			
	" Steel Filing Cabinet SU.		85			<i>est volume 25yd</i>			
	" Optical Goods		200			<i>Profile # PL3545</i>			
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

*The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per *Al Lyons*
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

AS AGENT FOR BAUSCH & LOMB
Agent, Per *[Signature]*

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18584
Time In: 10:32 Time Out: 10:44
Grid: Cell 3 Western Expansion

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008777 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S25 Trailer:

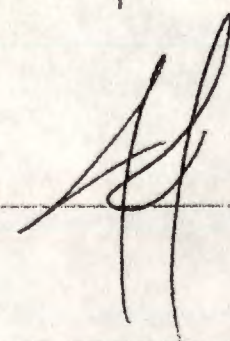
Gross: 109800 PB Lbs
Tare: 34080 PB Lbs
Net: 75720

Tons: 37.86
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
15	Soils - Landfilled - Taxed	37.86	T		
TRX	TRANS(TAXED PER TON)	37.86	T		

PO:

Ticket Clerk _____ PPS Driver _____



Shipper's No. **008775 D**

(Name of Carrier)

Carrier's No. _____

at Rochester, N.Y. 14624

6/24/99

19

FROM

BAUSCH & LOMB INCORPORATED

the property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood throughout this contract to mean any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party of said route mentioned in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Western Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment; or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to **SILVARULE TRUCKING**
ROCK, NJ

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State **HIGH RIDES LANDFILL**
Perinton Parkway,
Perinton, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:
The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignor)

If charges are to be prepaid, write or stamp here: "To be Prepaid"

Received \$ _____
to apply in payment of the charges on the property described herein.

Agent or Endorser

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cov.)	Class or Rate	Cl. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cov.)	Class or Rate	Cl. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125						
	" Steel Filing Cabinet SU.		85						
	" Optical Goods		200						
	" Electrical Instruments		100						
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over) (Not cellular or expanded with integral rigid form		85						
	" Carrying Cases O.T. nested, retaining structure		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per **Al Lyons**
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

AS AGENT FOR BAUSCH & LOMB
Agent, Per

High Acres Landfill and Recycling Center Date: 06/24/1999 Ticket: 18633
ALL LOADS MUST BE TARPED OR TIED DOWN Time In: 12:03 Time Out: 12:17
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!! Grid: Cell 3 Western Expansion

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008775 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Truck: S17T18 Trailer:

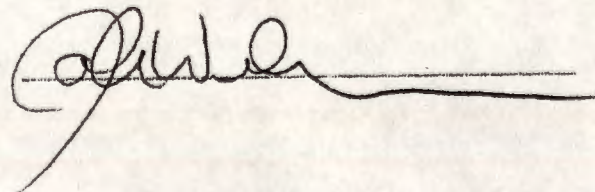
Gross: 106660 PB Lbs
Tare: 37020 PB Lbs
Net: 69640

Tons: 34.82
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
15	Soils - Landfilled - Taxed	34.82	T		
TRX	TRANS(TAXED PER TON)	34.82	T		

PO:

Ticket Clerk ___ PPS Driver



Shipper's No.

008774 D

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624

6/24/99

19

FROM

BAUSCH & LOMB INCORPORATED

the property described below in apparent good order, except as noted (contents and condition of contents of packages unknown, marked, consigned, and delivered as indicated below, which said carrier (the word carrier being understood through out the contract as meaning any person or corporation in possession of the property under the contract) agree to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Western Freight Classifications in effect on the date hereof, if this is a rail or a rail motor shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee - For purposes of notification only.)

Consigned to *SILVAHILL TRUCKING*
ROCH, NY

Destination and State

HIGH ACRES LANDFILL
Hingham P.R. 4047
Hingham, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consignee)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges on the property described herein.

Agent or Endorser

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Cor.)	Class or Rate	Ck. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			<i>NON HAZARDOUS SOLID</i>			
	" Steel Filing Cabinet SU.		85			<i>not volume 250</i>			
	" Optical Goods		200						
	" Electrical Instruments		100			<i>Profile # CL 3545</i>			
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Net cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

1 The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

1 This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

1 Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

BAUSCH & LOMB INCORPORATED, Shipper, Per *Al Lyons*
Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3

AS AGENT FOR *Bausch & Lomb*
Agent, Per *Agent*

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18632
Time In: 12:15 Time Out: 12:15
Grid: Cell 3 Western Expansion

Manifest: 008774 Advf:
Origin: Monroe County
Generator#: 0016 BAUSCH & LOMB
Transporter: 0001 SILVAROLE
Bill to: 8506 BAUSCH & LOMB
, NY

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

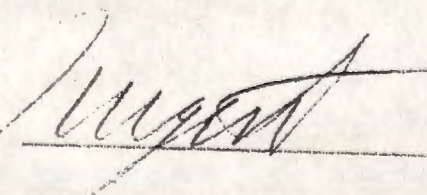
Truck: S32T15 Trailer:

Gross: 99620 PB Lbs
Tare: 38420 PT Lbs
Net: 61200

Tons: 30.60
Quantity: 0.00
Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	30.60	T		
15	Soils - Landfilled - Taxed	30.60	T		

PO:

Ticket Clerk _____ PPS Driver 

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

Shipper's No. **008776 D**

(Name of Carrier)

Carrier's No.

at Rochester, N.Y. 14624 **6/24/99** 19 **FROM**

BAUSCH & LOMB INCORPORATED

The property described below in separate great order, except as noted hereon and condition of contents of package unknown, marked, consigned, and destined to indicated below, which and carrier (the word carrier being understood through out this contract as meaning any person or corporation in possession of the property under the contract) agree to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Union Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee — For purposes of notification only.)

Consigned to **SILVERALE TRUCKING**
ROCH, NY

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Destination and State
HIGH RISE LANDFILL
Pringle Parkway
Pringle, NY

145

Shipper reserves the right to route shipments to the best interest of all concerned.

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BAUSCH & LOMB INCORPORATED

(Signature of Consigner)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in payment of the charges on the property described hereon.
Agent or Carrier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced \$ _____

No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.	No. Pkgs.	Kind of Package, Description of Articles, Special Marks and Exceptions	*WEIGHT (Sub. to Car.)	Class or Rate	Ch. Col.
	Boxes Dental Chair, or Dental Chair Parts, KD.		100			Boxes Toilet Preparations N.O.I.		85	
	" Stands, N.O.I.S.U.O.T.F. Metal		150			Liquidified Gas (Green Label)		85	
	" Stools, N.O.I. Metal KD.		150			Stools, N.O.I. Wooden SU		250	
	" Machinery, N.O.I.S.U.		92½			Potassium Nitrate (Yellow Label)			
	" Sun Glasses with O.T. Vision Corrected lenses not mounted on display Racks-Stands-Cards-Counter Cards		110			Tin Ben Card Holder			
	" Boxes Wooden Table KD		100						
	" Telescopes N.O.I. toy or other than toy (value not exceeding \$125.00 each)		125			<i>NON HAZARDOUS SOLID</i>			
	" Steel Filing Cabinet SU.		85			<i>1st volume 25jd</i>			
	" Optical Goods		200						
	" Electrical Instruments		100			<i>1st vol " CL 3545</i>			
	" Spectacle Cases		100						
	" Plastic Articles, N.O.I. 12 lb. p. cu. ft. or over (Not cellular or expanded)		85						
	" Carrying Cases O.T. nested, retaining structure with integral rigid form		150						
	" Cardboard Partitions KD.		100						
	" Rough Glass Lens Blanks		85						
	" Lanterns, Metal, N.O.I.		100						
	" Emery Flour		55						
	" Pitch N.O.I.		55						
	" Printed Forms N.O.I.		70						
	" Adhesive Cement N.O.I. (red label) in cans		70						
	" Displays, Store, Paperboard Not Flat Nor Folded Flat		150						
	" Electric Oven N.O.I.S.U.		85						
	" Goggles Eye Protection with O.T. Vision Corrections Lenses in Boxes		150						

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.

†This is to certify that the above named articles are properly described and are packed and marked and are in proper condition for transportation according to the regulations prescribed by the Interstate Commerce Commission.

†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

BAUSCH & LOMB INCORPORATED, Shipper, Per **Al Lyons** AS AGENT FOR Bausch & Lomb Agent, Per _____

Permanent post-office address of shipper, 465 Paul Rd., Rochester, N.Y. 14624

FORM NO. 5183 FC

3 TRUCKS

[Signature]

High Acres Landfill and Recycling Center
ALL LOADS MUST BE TARPED OR TIED DOWN
NO EXCEPTIONS TO THE RULE!!!!!!!!!!!!!!

Date: 06/24/1999 Ticket: 18604
Time In: 11:04 Time Out: 11:17

Grid: Cell 3 Western Expansion

Profile#: CL3545 BAUSCH & LOMB-SOIL/D
Charge#:

Manifest: 008776 Advf:

Origin: Monroe County

Generator#: 0016 BAUSCH & LOMB

Transporter: 0001 SILVAROLE

Bill to: 8506 BAUSCH & LOMB
, NY

Truck: GD12

Trailer:

Gross: 106480 PB Lbs

Tare: 36860 PB Lbs

Net: 69620

Tons: 34.81

Quantity: 0.00

Mixed %: 100.00

Code	Description	Quantity	Type	Rate	Amount
TRX	TRANS(TAXED PER TON)	34.81	T		
15	Soils - Landfilled - Taxed	34.81	T		

PO:

Ticket Clerk ___ PPS Driver *Ja*

DAILY AIR MONITORING RESULTS

Project: FORMER BAUSCH + LOMB FRAME CENTER CHILI, NY RO/RA		File No. 34218,055
Contractor: ROYAL ENV.	Contract No.:	Sheet No. 1 of 1 Sheets
		Date 6/21/99
Contractor's Supervisor: DAN PRICE		Day of Week: S (M) T W T F S
Weather: 75°F CLEAR		Temperature: Min. Max.

BL-16S EXCAVATION

TIME	PID (ppm)	RAM ($\mu\text{g}/\text{m}^3$)
0915	0.00	0.00
0930	0.00	25
0945	0.00	50
1000	0.00	43
1012	0.03	30

BL-9S EXCAVATION

TIME	PID (ppm)	RAM ($\mu\text{g}/\text{m}^3$)
1030	0.00	0.00
1050	0.00	20
1100	1.2	30
1120	2.0	85
1135	0.00	40
1150	0.00	52
1210	0.00	60
1230	1.5 (spike 7.8)	45

BBLES Al Lyons

Project: FORMER BAUSCH + LOMB FRAME CENTER CHILI, NY RD 1 RA		File No. 34218.055
Contractor: ROYAL ENV.	Contract No.:	Sheet No. 1 of 1 Sheets
		Date 6/22/99
Contractor's Supervisor: DAN PRICE		Day of Week: S M <u>T</u> W T F S
Weather: 75°F CLEAR	Temperature: Min. Max.	

TIME	PID (ppm)	RAM ($\mu\text{g}/\text{m}^3$)
0700	0.00	0.00
0710	0.00	10.00
0715	10 ppm (SPIKE)	22.00

BBLES Al Lyons

DAILY AIR MONITORING RESULTS

Project: FORMER BAUSCH + LOMB FRAME CENTER CHILI, NY RD/RA		File No. 34218.055
Contractor:	Contract No.:	Sheet No. 1 of 2 Sheets
Royal Env		Date 6/23/99
Contractor's Supervisor: Dan Price		Day of Week: S M T <u>W</u> T F S
Weather: 80°F CLEAR		Temperature: Min. Max.

BL-16S EXCAVATION

TIME	PID (ppm)	RAM (ug/m ³)
0715	0.00	61
0730	0.00	82
0745	1.5 (SPIKE 298)	89
0750	0.00	65
0800	0.00	75
0830	0.00	71

BL-9S EXCAVATION

TIME	PID (ppm)	RAM (ug/m ³)
0900	0.00	70
0945	0.00	50
1040	0.00 (SPIKE 19.8)	82
1115	1.0	65
1140	0.00	40
1200	0.00	72
1230	0.00	45

BBLES Al Lyons

BL-11D EXCAVATION

TIME	PID (ppm)	RAM ($\mu\text{g}/\text{m}^3$)
1245	0.00	10
1300	0.00 (21.2 SPIKE)	92
1315	0.00	50
1345	1.0 (15.0 SPIKE)	41
1400	0.00	38
1420	0.00	8

DAILY AIR MONITORING RESULTS

Project: FORMER BAUSCH + LOMB FRAME CENTER CHILI, NY RO/RA		File No. 342,8055
Contractor: ROYAL ENV	Contract No.:	Sheet No. 1 of 2 Sheets
		Date 6/24/99
Contractor's Supervisor: DAN PRICE		Day of Week: S M T W <u>T</u> F S
Weather: 80°F CLEAR		Temperature: Min. Max.

BL-9S EXCAVATION

TIME	PID (ppm)	RAM (ug/m ³)
0700	0.00	30
0745	0.00	42
0830	1.0 (SPIKE 50)	40
0900	0.00	70
1000	0.00	100
1025	1.0 (SPIKE - 30)	60
1100	0.00	52
1145	0.00	40
1215	0.00	38
1245	0.00	52
1310	1.5 (SPIKE 123)	41
1340	0.00	62
1420	0.00	90
1450	0.00	88
1510	0.00	75
1540	0.00	60

BBLES Al Lyons

Time	PID (ppm)	RAM (log/m ³)
1600	0.00	45
1620	0.00	40
1650	0.00	21
1710	0.00	15
1740	0.00	10
1759	0.00	5
1800	0.00	0



September 16, 1999

Blasland, Bouck & Lee
Mr. Al Lyons
30 Corporate Woods
Suite 160
Rochester, New York 14623

Dear Al:

This letter is to verify that Royal Environmental's employees who worked on the Bausch & Lomb project have all been 40 Hour HAZMAT trained, and have also received their 8 Hour Refresher classes.

The employees are:

Mike Stubenrauch
Al Closser
John Platt

If you have any other questions, please feel free to contact me at 315-432-5628.

Sincerely,

Lyle Grant / jac
Lyle Grant

Project Manager

Royal Environmental, Inc.

RECEIVED
SEP 20 1999

BLASLAND, BOUCK & LEE, INC.
ROCHESTER, NY

P.O. BOX 15719 • ROCHESTER, NY 14615 • (716) 254-1840 • (716) 254-3134
7020 FLY ROAD • EAST SYRACUSE, NY 13057 • (315) 432-5628 • (315) 432-5632

Riverfront Medical Services,® P.C.

259 ALEXANDER STREET
ROCHESTER, NEW YORK 14607-2595
(716) 325-3000
FAX (716) 325-3678

Re: Mike StubenrachSocial Security #: 088-60-5727Date Examined: 7-22-99Employer: ~~T. Brancato~~ Royal EnvironmentalDear T. Brancato:

After conducting a physical examination on the above named individual including a review of their past medical history, a pulmonary function test, and a chest x-ray if indicated, I have determined that he/she has no detectable medical conditions that would place him/her at risk of material health impairment from exposure to asbestos in accordance with OSHA 1910.1001 and OSHA 1926.1101.

He/she is also physically and medically qualified to wear respirator protection in accordance with OSHA 1910.134.

- ☒ The employee has been informed of the results of the medical examination.
- ☒ The employee has been informed of the increased risk of lung cancer attributable to the combined effects of smoking and asbestos exposure.

Comments:

7-20-99

Date

Mike Repuran, MD
Signature of Examining Personnel

Towers Environmental, Safety & Health
certifies

Mike Stubenrauch

successfully completed the eight hour refresher course for

**Hazardous Waste Operations and
Emergency Response**

OSHA 29 CFR 1920.120

Instructor: *James Towers*

Date: *7/24/99*

Riverfront Medical Services,® P.C.

259 ALEXANDER STREET
ROCHESTER, NEW YORK 14607-2595
(716) 325-3000
FAX (716) 325-3678

Re: Allen Closser
Social Security #: 071-62-1538
Date Examined: 7-20-99
Employer: Royal

Dear Andrea Brancato:

After conducting a physical examination on the above named individual including a review of their past medical history, a pulmonary function test, and a chest x-ray if indicated, I have determined that he/she has no detectable medical conditions that would place him/her at risk of material health impairment from exposure to asbestos in accordance with OSHA 1910.1001 and OSHA 1926.1101.

He/she is also physically and medically qualified to wear respirator protection in accordance with OSHA 1910.134.

- ☒ The employee has been informed of the results of the medical examination.
☒ The employee has been informed of the increased risk of lung cancer attributable to the combined effects of smoking and asbestos exposure.

Comments:

7/20/99
Date

[Signature]
Signature of Examining Personnel

Towers Environmental, Safety & Health
certifies

Allen Closser

successfully completed the eight hour refresher course for

Hazardous Waste Operations and Emergency Response

OSHA 29 CFR 1920.120

Instructor:

Sharonne Towers

Date:

7/24/99



AAA Environmental, Inc.

Certificate of Training

This is to certify that

JOHN PLATT 056 - 40-0752

has successfully completed a program of classroom instruction
and on the job training in Hazardous Waste Operations
and Emergency Response (29 CFR 1910.120) as listed below,

40-HOUR HAZWOPER

AWH2 - 395

Certificate Number

11/30/98 - 12/3/98

State(s) of Kansas

12/3/98

Expiration Date

A R Platt

Training Director,

Manager of Industrial Hygiene and Safety

WEST ONONDAGA PHYSICIANS, P.C.
699 WEST ONONDAGA STREET
SYRACUSE, NEW YORK 13204

Telephone: 475.5176

ASHER BLACK, M.D.

HARRY BLACK, M.D.

HARVEY BLACK, M.D.

MEDICAL CERTIFICATION

John Platt was examined on 12-18-98.
Tests included pulmonary function and chest x-ray, which were within normal limits. Also history and physical were done along with asbestos questionnaire.

It is determined that this person is not at any increased risk of material health impairment by exposure to asbestos containing materials.

There are no limitations on the employee or the equipment that the employee is to use, including respiratory protective equipment.

The employee has been informed of the results of the examination.

12-18-98
Date

[Signature]