NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of a Remedial Program for
BICC Cables Site
Westchester County
under Article 27, Title 14 of the
Environmental Conservation Law
by Volunteer,

One Point Street, Inc.

BROWNFIELD SITE
CLEANUP AGREEMENT

Index No.:W3-1063-05-03
Site No.: C360051

WHEREAS, the Brownfield Cleanup Program Act was enacted to encourage the voluntary remediation of brownfield sites for reuse and redevelopment so as to advance the policy of the State of New York to conserve, improve, and protect its natural resources and environment, and control water, land, and air pollution; and

WHEREAS, the Department of Environmental Conservation (the "Department") is authorized to administer the Brownfield Cleanup Program contained in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, by a certified application dated December 17, 2004, One Point Street, Inc. ("Applicant" or "Volunteer"), a Delaware corporation, with offices at 1 Point Street, Yonkers, New York 10701, submitted a request to participate in the Brownfield Cleanup Program relative to real property located at 1 Point Street in the City of Yonkers, Westchester County, New York 10701 designated as Tax Map Numbers Section 2, Block 2114, Lots 17, and 20 - 35; Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lots 15,17, 21 and 23; Section 2, Block 2630, Lots 1, 2, 3, and 10 (the "Site"); and

WHEREAS, the property is commercial and the intended use of the property is part restricted residential and part commercial; and

WHEREAS, the Department issued a Proposed Remedial Action Plan ("PRAP") for the BICC Cables Site in December 2004 with a public comment period scheduled from December 3, 2004 to January 18, 2005 (extended to February 2, 2005). The Department held a public meeting on January 12, 2005 which provided an opportunity for citizens to discuss their concerns, ask questions and comment on the proposed remedy; and

WHEREAS, the Department issued, on March 18, 2005, a Record of Decision (the "ROD") selecting the final remedial alternative for the BICC Cables Site, including off-site impacts, and responding to all questions and comments raised during the public comment period in the Responsiveness Summary; and

WHEREAS, the Department has provided ample opportunity for public participation in the remedy selection process to date, no additional public comment period for the remedy selection is required; and

WHEREAS, the Volunteer will implement the ROD under this Agreement; and

WHEREAS, an opportunity for public comment on Applicant's request to participate in the Brownfield Cleanup Program was provided and the Department duly considered all comments received; and

WHEREAS, upon consideration of the factors enumerated in ECL 27-1407(8) and (9), the Department made a determination, based upon the information contained in the application and the certifications made by the Applicant, as well as any public comment received, that Applicant is eligible to participate in the Brownfield Cleanup Program as a Volunteer as defined in ECL 27-1405(1)(b).

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Citizen Participation Plan

Within twenty (20) Days after the effective date of this Agreement, Volunteer shall submit a written citizen participation plan prepared in accordance with the requirements of ECL 27-1417 that, at a minimum (i) updates the names and addresses of the interested public and includes a brownfield site contact list; (ii) identifies major issues of public concern related to the Site; (iii) includes a description of citizen participation activities already performed; and (iv) includes a description and schedule of public participation activities that are either specifically required by law or are needed to address public concerns related to the Site. The Citizen Participation Plan shall be attached to and incorporated into this Agreement as Exhibit "A."

II. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

The work plans and/or design plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14 and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Design Plan" providing for the implementation of the selected remedial alternative as set forth in the ROD; or

2. "OM&M Work Plan" providing for operation, maintenance, and/or monitoring of the selected remedial alternative as set forth in the ROD.

B. Submission/Implementation of Work Plans

1. Volunteer shall submit on or before May 6, 2005, a Remedial Design Plan, Part 1 for (i) demolition of buildings, and (ii) implementation of the South Yard remedy (collectively "Demolition Design"). The Demolition Design shall include a draft schedule for submission of all deliverables as identified herein and for the entire project (including sediments and North Yard soils.) All dates set forth herein with respect to the schedule for review and response of the Department shall remain fully effective.

2. A proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts to approve, modify, or reject a proposed Work Plan within forty-five (45) Days from its receipt or within fifteen (15) Days from the close of the comment period, if applicable, whichever is later.

i) Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be incorporated into and become an enforceable part of this Agreement as Exhibit "C" and shall be implemented in accordance with the schedule contained therein.

ii) If the Department modifies a Work Plan, the reasons for such modification shall be provided in writing. Within twenty (20) Days after receiving written notice of such modification, Volunteer shall elect in writing to (a) implement the Work Plan as modified; (b) implement any other Department-approved Work Plan(s); (c) invoke dispute resolution pursuant to Paragraph XIV; or (d) terminate this Agreement pursuant to Paragraph XIII.

iii) If the Department disapproves a Work Plan, the reasons for such disapproval shall be provided in writing. In the event the Department disapproves a Work Plan, within twenty (20) Days after receiving written notice of such disapproval, Volunteer shall elect in writing to (a) modify or expand it within thirty (30) Days of receipt of the written disapproval notice; (b) complete any other Department-approved Work Plan(s); (c) invoke dispute resolution pursuant to Paragraph XIV; or (d) terminate this Agreement pursuant to Subparagraph XIII.

3. An OM&M Work Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

4. During all field activities, Volunteer shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Volunteer to perform such supervision.

C. Revisions to Work Plans

If revisions to a Work Plan are required to satisfy the objectives of such Work Plan, the parties will negotiate revisions which shall be attached to and incorporated into the relevant Work Plan and which shall be enforceable under this Agreement. If the parties cannot agree upon revisions to the relevant Work Plan, then unless the Volunteer invokes dispute resolution pursuant to Paragraph XIV, either party may terminate this Agreement pursuant to Paragraph XIII.

D. Submission of Final Reports

1. In accordance with the schedule contained in a Work Plan, Volunteer shall submit a Final Report that shall include but not be limited to: all data generated relative to the Site and all other information obtained as part of the implementation of the subject Work Plan; all of the assessments and evaluations required by the subject Work Plan; a statement of any additional data that must be collected; and "as-built" drawings.

i) The Final Report for an Investigation Work Plan shall comply with the requirements set forth at ECL 27-1411(1) and shall contain a certification by the person with primary responsibility for the day to day performance of the activities under this Agreement that those activities were performed in full accordance with the Investigation Work Plan. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Volunteer shall submit an Alternatives Analysis prepared in accordance with ECL 27-1413 that supports such determination.

ii) A Final Engineering Report certifying that remediation of the Site has been performed in accordance with this Agreement shall be prepared by a Professional Engineer (or other expert approved by the Department) with primary responsibility for the day to day performance of the activities under this Agreement. The Report shall be prepared in accordance with the requirements of ECL 27-1419(1) and (2) and shall contain a certification that all such activities were performed in accordance with the Department approved Work Plan. The Department shall review such Report, the submittals made pursuant to the Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with the requirements of ECL 27-1419. Such Certificate of Completion may be modified or revoked, after notice and an opportunity for hearing, upon a finding that (a) Volunteer failed to comply with this Agreement; (b) Volunteer made a misrepresentation of material fact in connection with its Application or its certification that cleanup levels required by this Agreement were reached; or (c) good cause exists for such modification or revocation.

iii) All other Work Plan Final Reports shall contain a certification by a Professional Engineer with primary responsibility for the day to day performance of the activities

under this Agreement that all such activities were performed in full accordance with the Department approved Work Plan.

2. Within sixty (60) Days of the Department's approval of a Final Report, Volunteer shall submit such additional Work Plans as it proposes to implement. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Volunteer, result in the termination of this Agreement pursuant to Paragraph XIII.

E. Review of Submittals other than Work Plans

1. The Department shall timely notify Volunteer in writing of its approval or disapproval of each submittal other than a Work Plan. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reasons for its disapproval and may request Volunteer to modify or expand the submittal. Within twenty (20) Days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall elect in writing to either (i) modify or expand it within thirty (30) Days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIV; or (iv) terminate this Agreement pursuant to Paragraph XIII. If Volunteer submits a revised submittal and it is disapproved, the Department and Volunteer may pursue whatever remedies may be available under this Agreement or under law.

F. Department's Determination of Need for Remediation

After the close of the public comment period on the PRAP, the Department selected the final remedial alternative for the BICC Cables Site in the ROD. This Agreement will provide for the implementation of this selected remedial alternative.

G. Submission of Annual Reports, if required

In the event that the remedy for the Site, if any, or any Work Plan for the Site requires operation, maintenance, and monitoring (OM&M), including reliance upon institutional or engineering controls, Volunteer shall file a report annually (unless a different frequency is specified in an approved Work Plan) on the 1st day of the month following the anniversary of the start of the OM&M and continuing until the Department notifies Volunteer in writing that such report may be discontinued. Such report shall be signed by a Professional Engineer or by an expert approved by the Department to perform that function and certified under penalty of perjury that the institutional and/or engineering controls are unchanged from the previous certification and that nothing has occurred that would impair the ability of such controls to protect public health and the environment or constitute a violation or failure to comply with the approved OM&M Plan. Volunteer shall notify the Department within twenty-four (24) hours of

discovery of any upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, Volunteer shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the report required by this Subparagraph as well as in any progress reports required by Paragraph XI. Volunteer can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer or other expert approved by the Department stating that such controls are no longer necessary. The Department shall not unreasonably withhold its approval of such petition.

III. Enforcement

This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Volunteer shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a result of a Force Majeure Event provided it notifies the Department in writing within ten (10) Days of when it obtains knowledge of any such event. Volunteer shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Paragraph.

IV. Entry upon Site

A. Volunteer hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL 27-1431.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement.

V. Payment of State Costs

A. Within forty-five (45) Days after receipt of an itemized invoice from the Department, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for State Costs for negotiating this Agreement, and all costs associated with this Agreement up to and including the date upon which the Certificate of Completion is issued, the Department approves the Final Report relative to OM&M, or this Agreement is terminated pursuant to Paragraph XIII, whichever is later.

B. Personal service costs shall be documented by reports of Direct Personal Service, which shall identify 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. 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. The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Such invoice shall be sent to Volunteer at the following address:

Alfred B. DelBello, Esq.
DelBello Donnellan Weingarten Tartaglia
Wise & Wiederkehr, LLP
One North Lexington Avenue
White Plains, New York 10601

with copy to:

Blackacre Partners OPS, LLC
Attn: Debra L. Rothberg
1350 Broadway, Suite 1711
New York, New York 10018

D. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway, Albany, NY 12233-7012

E. Each party shall provide written notification to the other within ninety (90) Days of any change in the foregoing addresses.

F. Volunteer may contest, in writing, invoiced costs under this Agreement if it believes (i) the cost documentation contains clerical, mathematical, or accounting errors; (ii) the costs are not related to the State's activities reimbursable under this Agreement; or (iii) the Department is not otherwise legally entitled to such costs. If Volunteer objects to an invoiced cost, Volunteer shall pay all costs not objected to within the time frame set forth in Subparagraph V.A and shall, within thirty (30) Days of receipt of an invoice, identify in writing all costs objected to and identify the basis of the objection. This objection shall be filed with the Director of the Bureau of Program Management ("BPM Director") who shall have the authority to relieve Volunteer of the obligation to pay invalid costs. Within forty-five (45) Days of the Department's determination of the objection, Volunteer shall pay to the Department the amount which the BPM Director or the BPM Director's designee determines Volunteer is obligated to pay or commence an action or proceeding seeking appropriate judicial relief.

G. In the event any instrument for the payment of any money due under this Agreement fails of collection, such failure of collection shall constitute a violation of this Agreement, provided (i) the Department gives Volunteer written notice of such failure of collection, and (ii) the Department does not receive from Volunteer a certified check or bank check within fourteen (14) Days after the date of the Department's written notification.

VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Volunteer shall be entitled to the Liability Limitation set forth at ECL 27-1421, subject to the terms and conditions stated therein. A Notice of the Liability Limitation shall be filed with the recording officer of the county in which the Site is located within thirty (30) Days of (i) the effective date of the Certificate of Completion or (ii) the date Volunteer acquires title to the Site, whichever is later.

VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Volunteer reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Volunteer, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Volunteer's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Volunteer hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that Volunteer may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, the Trustee, the State of New York, and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. The Department shall provide Volunteer

with written notice no less than thirty (30) Days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Change of Use

Volunteer shall notify the Department at least sixty (60) Days in advance of any change of use, as defined in ECL 27-1425, which is proposed for the Site. In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Volunteer of such determination within forty-five (45) Days of receipt of such notice.

X. Environmental Easement

A. Within thirty (30) Days after the Department's approval of the final part of the Remedial Design Plan, Volunteer shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and the institutional and/or engineering controls contained in the ROD. The submittal shall be substantially similar to Exhibit "B." Volunteer shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) Days after the Department's approval of such instrument. Volunteer shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) Days of such recording (or such longer period of time as may be required to obtain a certified copy provided Volunteer advises the Department of the status of its efforts to obtain same within such thirty (30) Day period).

B. Volunteer or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of human health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or other expert approved by the Department. The Department will not unreasonably withhold its consent.

XI. Progress Reports

Volunteer shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph XII.A.1 by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Volunteer in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information

regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XII. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteer shall be sent to:

Robert Cozzy
New York State Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau B, 11 the Floor
625 Broadway
Albany, NY 12233-7014

Note: three copies (one unbound) of work plans are required to be sent.

Michael Rivara
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216

Note: two copies of work plans are required to be sent, and

Rosalie K. Rusinko, Esq.
New York State Department of Environmental Conservation
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805

Correspondence only, with electronic copy of other documents as provided for in Subparagraph XV.E

2. Communication from the Department to Volunteer shall be sent to:

Blackacre Partners OPS, LLC
Attn: Debra L. Rothberg
1350 Broadway, Suite 1711
New York, New York 10018

with copy to:

Carla Weinpahl
Environmental Resources Management
475 Park Avenue South, 29th Floor
New York, New York 10016

and to:

Alfred B. DelBello, Esq.
DelBello Donnellan Weingarten Tartaglia
Wise & Wiederkehr, LLP
One North Lexington Avenue
White Plains, New York 10601

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

C. Each party shall notify the other within ninety (90) Days after any change in the addresses listed in this Paragraph XII or in Paragraph V.

XIII. Termination of Agreement

Volunteer may terminate this Agreement at any time by providing written notification to the parties listed in Subparagraph XII.A.1. The Department may terminate this Agreement at any time pursuant to Subparagraph XV.A or in the event Volunteer fails to substantially comply with the Agreement's terms and conditions. The Department shall provide written notification to Volunteer setting forth the basis for termination of the Agreement. The termination shall be effective the 5th day after the non-terminating party's receipt of such written notification, except that such termination shall not affect the provisions contained in Paragraphs V, VII.B, and VIII.

XIV. Dispute Resolution

A. In the event disputes arise regarding any notice of disapproval of a submittal, proposed Work Plan or Final Report, or during the implementation of any Work Plan, Volunteer may, within thirty (30) Days of receipt of such notice, request in writing informal negotiations with the Department in an effort to resolve the dispute. The Department and Volunteer shall consult together in good faith and exercise best efforts to resolve any differences or disputes without resort to the procedures described in Subparagraph XIV.B. The period for informal negotiations shall not exceed thirty (30) Days from Volunteer's request for informal negotiations. If the parties cannot resolve a dispute by informal negotiations during this period, the Department's position shall be considered binding unless Volunteer notifies the Department in writing within thirty (30) Days after the conclusion of the thirty (30) Day period for informal

negotiations that it invokes the dispute resolution provisions provided under Subparagraph XIV.B.

B. 1. Volunteer shall file with the Office of Hearings and Mediation ("OH&M") a request for formal dispute resolution and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, factual data, analysis, or opinion supporting its position, and all supporting documentation upon which Volunteer relies (hereinafter called the "Statement of Position"). A copy of such request and written statement shall be provided contemporaneously to the Director of the Division of Environmental Remediation ("DER Director") and to the parties listed under Subparagraph XII.A.1.

2. The Department shall serve its Statement of Position no later than twenty (20) Days after receipt of Volunteer's Statement of Position.

3. Volunteer shall have the burden of proving by substantial evidence that the Department's position does not have a rational basis and should not prevail. The OH&M can conduct meetings, in person or via telephone conferences, and request additional information from either party if such activities will facilitate a resolution of the issues.

4. The OH&M shall prepare and submit a report and recommendation to the DER Director who shall issue a final decision resolving the dispute in a timely manner. The final decision shall constitute a final agency action and Volunteer shall have the right to seek judicial review of the decision pursuant to Article 78 of the CPLR provided that Volunteer notifies the Department within thirty (30) Days after receipt of a copy of the final decision of its intent to commence an Article 78 proceeding and commences such proceeding within sixty (60) Days after receipt of a copy of the Director's final decision. Volunteer shall be in violation of this Agreement if it fails to comply with the final decision resolving this dispute within sixty (60) Days after the date of such final decision, or such other time period as may be provided in the final decision, unless it seeks judicial review of such decision within the sixty (60) Day period provided. In the event that Volunteer seeks judicial review, Volunteer shall be in violation of this Agreement if it fails to comply with the final Court Order or settlement within thirty (30) Days after the effective date of such Order or settlement, unless otherwise directed by the Court. For purposes of this Subparagraph, a Court Order or settlement shall not be final until the time to perfect an appeal of same has expired.

5. The invocation of dispute resolution shall not extend, postpone, or modify Volunteer's obligations under this Agreement with respect to any item not in dispute unless or until the Department agrees or a Court determines otherwise. The invocation of the procedures set forth in this Paragraph XIV shall constitute a waiver of any and all other administrative remedies which may otherwise be available to Volunteer regarding the issue in dispute.

6. The Department shall keep an administrative record of any proceedings under this Paragraph XIV which shall be available consistent with Article 6 of the Public Officers Law.

7. Nothing in this Paragraph XIV shall be construed as an agreement by the parties to resolve disputes through administrative proceedings pursuant to the State Administrative Procedure Act, the ECL, or 6 NYCRR Part 622 or Section 375-2.1.

XV. Miscellaneous

A. If the information provided and any certifications made by Volunteer are not materially accurate and complete, this Agreement, except with respect to Volunteer's obligations pursuant to Paragraphs V, VII.B, and VIII, shall be null and void *ab initio* fifteen (15) Days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) Days after issuance of a final decision resolving a dispute pursuant to Paragraph XIV, whichever is later, unless Volunteer submits information within that fifteen (15) Day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void *ab initio*, and the Department shall reserve all rights that it may have under law.

B. Volunteer shall allow the Department to attend, and shall notify the Department at least seven (7) Days in advance of, any field activities to be conducted pursuant to this Agreement, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; nothing in this Agreement shall be construed to require Volunteer to allow the Department to attend portions of meetings where privileged matters are discussed.

C. The Department may exempt Volunteer from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Agreement that (i) is conducted on the Site or on different premises that are under common control or contiguous to or physically connected with the Site and such activity manages exclusively hazardous waste and/or petroleum from such Site, and (ii) satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit, as determined by the Department.

D. Volunteer shall use "best efforts" to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Volunteer's obligations under this Agreement. If, despite Volunteer's best efforts, any access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Agreement are not obtained, Volunteer shall promptly notify the Department, and include a summary of the steps taken to obtain access. The Department may, as it deems appropriate and within its authority, assist Volunteer in obtaining same. If an interest in property is needed to implement an institutional control required by a

Work Plan and such interest cannot be obtained, the Department may require Volunteer to modify the Work Plan pursuant to Subparagraph II.C of this Agreement to reflect changes necessitated by the lack of access and/or approvals.

E. All approved Work Plans, Final Reports, and other documents required under this Agreement shall be submitted to the Department in an electronic format acceptable to the Department within thirty (30) Days of approval. If any document cannot be converted into electronic format, Volunteer shall so advise the Department and, if the Department concurs, submit such document in an alternative format acceptable to the Department.

F. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and shall condition all contracts entered into for the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or its contractor(s) shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

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

H. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Volunteer concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement 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 shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s) attached as Exhibit "C." Volunteer consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Volunteer desires that any provision of this Agreement be changed, other than a provision of a Work Plan or a time frame, Volunteer shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph XII.A.1.

ii. Changes to the Work Plan shall be accomplished as set forth in Subparagraph II.C of this Agreement.

iii. Requests for a change to a time frame set forth in this Agreement shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Volunteer promptly.

I. 1. If there are multiple parties signing this Agreement, the term "Volunteer" shall be read in the plural, the obligations of each such party under this Agreement are joint and several, and the insolvency of or failure by any Volunteer to implement any obligations under this Agreement shall not affect the obligations of the remaining Volunteer(s) under this Agreement.

2. If Volunteer is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Agreement are joint and several and the insolvency or failure of any general partner to implement any obligations under this Agreement shall not affect the obligations of the remaining partner(s) under this Agreement.

3. Notwithstanding the foregoing Subparagraphs XV.I.1 and 2, if multiple parties sign this Agreement as Volunteers but not all of the signing parties elect to implement a Work Plan, all Volunteers are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Volunteers electing to perform additional work shall be jointly and severally liable under this Agreement for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Volunteers electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Paragraph VI.

J. Volunteer shall be entitled to contribution protection to the extent authorized by ECL 27-1421(6).

K. Volunteer shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

L. Volunteer and Volunteer's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Volunteer including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Volunteer's responsibilities under this Agreement.

M. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations. Whenever terms listed in the Glossary attached hereto are used in this Agreement or its Exhibits, the definitions set forth in the Glossary shall apply. In the event of a conflict, the definition set forth in the Glossary shall control.

N. Volunteer's obligations under this Agreement represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

O. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

P. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED: MAY 18 2005

DENISE M. SHEEHAN,
ACTING COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION AND
ACTING TRUSTEE OF THE STATE'S
NATURAL RESOURCES

By:

Dale A. Desnoyers, Director
Division of Environmental Remediation

CONSENT BY VOLUNTEER

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

One Point Street, Inc.

By:_____
Robert A. MacFarlane

Title: President

Date: May 11, 2005

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 11th day of May, in the year 2005, before me, the undersigned, personally appeared Robert A. MacFarlane personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual taking acknowledgment

ALFRED B. DELBELLO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 60-5968285
QUALIFIED IN WESTCHESTER COUNTY
TERM EXPIRES NOV. 30, 20 06

Glossary of Terms

The following terms shall have the following meanings:

"Day": a calendar day. In computing any period of time under this Agreement, if the last day would fall on a Saturday, Sunday, or State holiday, the period shall run until the close of business of the next working day.

"Force Majeure Event": an event which is brought on as a result of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control.

"IRM": an interim remedial measure which is a discrete set of activities which can be undertaken without extensive investigation and evaluation to prevent, mitigate, or remedy environmental damage or the consequences of environmental damage attributable to a Site.

"OM&M": operation, maintenance, and monitoring.

"Professional engineer": 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.

"State Costs": all the State's 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 negotiating, implementing, and administering this Agreement. Approved agency fringe benefit and indirect cost rates will be applied.

"Termination Date": the date upon which (i) the Department issues the Certificate of Completion or approves the Final Report relative to the OM&M at the Site, whichever is later, or (ii) the Agreement terminates pursuant to Paragraph XIII or Subparagraph XV.A,.

"Trustee": the Trustee of New York State's natural resources.

"Work Plan": a Department-approved work plan, as may be modified, that Volunteer shall implement and that is attached to this Agreement.

EXHIBIT "A"

Citizen Participation Plan

EXHIBIT "B"

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO TITLE 36 OF ARTICLE 71 OF THE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this ____day of _____, 20 __, between ___*Owner(s)*___ _____ residing at (or having an office at) _____, (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("brownfield sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of environmental easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that environmental easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a brownfield site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and;

WHEREAS, Grantor, is the owner of real property located in the City/Town/Village of _____, _____County, New York known and designated on the tax map of the _____ of _____ as tax map parcel number _____, section ____ block ___ lot ___, being the same as that property conveyed to Grantor by deed on_____, and recorded in the Land Records of the _____ County Clerk at page ____, liber _____ of Deeds, comprised of approximately ____ acres, and hereinafter more fully described in Schedule A attached hereto and made a part hereof (the " Controlled Property"); and;

Attach an adequate legal description of the property subject to the easement, or reference a recorded map. If the easement is on only a part of a parcel of land which is not subdivided into encumbered and unencumbered portions, a legal description needs to be created by a survey bearing the seal and signature of a licensed land surveyor with reference to a metes and bounds description.

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36;and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Number W3-1058-05-03, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. The Controlled Property may be used for

residential
commercial
industrial
use as long as the following the long-term engineering controls are employed:

B. The Controlled Property may not be used for a higher level of use such as **unrestricted/residential/commercial** use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.

D. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

E. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement.

A. This environmental easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this environmental easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or the Satisfactory Completion of Project provided under ECL Article 56, Title 5 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the its County tax map number or the Liber and Page or computerized system tracking/identification number and address correspondence to:

Division of Environmental Enforcement
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This environmental easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor's Name

By:_____

Title:_____

Date:_____

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their

capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public - State of New York

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation

By: _____
Denise M. Sheehan, Acting Commissioner

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 200_, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public - State of New York

EXHIBIT "C"

Approved Work Plans

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of a Remedial Program for
BICC Cables Site
Westchester County
under Article 27, Title 14, of the
Environmental Conservation Law
by Volunteer,

One Point Street, Inc.

BROWNFIELD SITE CLEANUP AGREEMENT

Index No. W3-1063-05-03
Site No. C360051

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
2890 WOODBRIDGE AVENUE
EDISON, NEW JERSEY 08837-3679

AUG 1 2008

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Mr. Robert Lewin
Gramercy Wrecking and Environmental Contractors
123 Frost Street, Suite 202
Westbury, New York 11590

Dear Mr. Lewin:

This letter is in response to the June 23, 2008 notification of PCB cleanup for the North Yard Soil Remediation at the Former BICC Cables Site, located in Yonkers, New York. Please be advised that the U.S. Environmental Protection Agency (EPA) has reviewed the notification, and has the following comments.

Global Comments

The notification consists of a Letter of Transmittal to the EPA Regional Administrator, a copy of an e-mail to EPA, and the June 2, 2008 Remedial Excavation Work Plan. Unfortunately, these documents do not contain all of the information required under 40 CFR 761.61(a)(3). Information that is either missing or is present but illegible includes the following:

1. A summary of the procedures used to sample contaminated and adjacent areas and a table or cleanup site map showing PCB concentrations measured in all pre-cleanup characterization samples. The summary must include sample collection and analysis dates (see 40 CFR 761.61(a)(3)(i)(B));

2. The location and extent of the identified contaminated area, including topographic maps with sample collection sites cross referenced to the sample identification numbers in the data summary from above (see 40 CFR 761.61(a)(3)(i)(C));

3. A schedule for cleanup (see 40 CFR 761.61(a)(3)(i)(D)); and

4. The written certification required under 40 CFR 761.61(a)(3)(i)(E).

Additionally, please see 40 CFR 761.61(a)(3)(i) for an identification of other parties (in addition to the Regional Administrator) who should receive the notification.

Specific Comments – Remedial Excavation Work Plan

Section 3 – Remedial Work Plan: Capping with a 4-inch layer of approved stone and a 2-inch layer of asphalt does not comply with 40 CFR 761.61(a)(7), pertaining to caps.

The text on the bottom pf Page 3 indicates that no post excavation confirmatory samples will be collected. Please note that the EPA requires verification (i.e., post excavation) sampling in accordance with 40 CFR Part 761, Subpart O.

Section 3.1 – Work Plan Sequencing: Item number 9 on Page 4 discusses decontamination of soil drying beds. Please note that all equipment (including equipment used for sampling) should be decontaminated in accordance with 40 CFR 761.79, or an alternate decontamination approval should be obtained from EPA in accordance with 40 CFR 761.79(h).

Section 3.2.2 – Targeted Excavation Plan: All material that is considered to be PCB remediation waste (as defined in 40 CFR 761.3) must be sampled "as found", or in situ, for waste disposal purposes. This section discusses crushing and staging or stockpiling of material (asphalt and concrete) and then sampling, which is not in conformance with the federal PCB regulations. We do note that an in-situ waste characterization work plan, presumably for soil, is part of the notification; please see our comment below regarding this work plan.

Section 3.2.3 – Soil Staging and Drying: Storage of PCB remediation waste must be handled in accordance with 40 CFR 761.65; please see 761.65(c)(9).

Section 3.3.3 – Treatment System Specifications: Water generated during the cleanup must be treated to the decontamination standards of 40 CFR 761.79(b). Additionally, please verify that any residuals generated during water treatment will be sampled to determine if the material contains PCBs at or above 50 parts per million (ppm), and that such waste will be disposed of at either a TSCA or RCRA facility.

In-Situ Characterization Work Plan: We are concerned that the proposed use of 4-foot composited (homogenized?) cores to determine PCB levels may dilute waste with PCBs (with concentrations at or above 50 ppm) to lower levels. While EPA could possibly accept compositing a shorter core, we cannot agree to a 4-foot composite.

Based on the above comments, at this time EPA cannot approve your plan for cleaning up the site. Please note, however, that the Agency remains committed to working with you, as well as with the New York State Department of Environmental Conservation (NYSDEC), to address the contamination. If you have any questions, please feel free to contact Dr. James Haklar, of my staff, at (732) 906-6817.

Sincerely yours,

Kenneth S. Stoller, P.E., QEP, DEE
Chief
Pesticides and Toxic Substances Branch

cc: Jim Harrington, NYSDEC

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

SEP 19 2008

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

HFA Holdings, Inc./OPS, Inc.
86 Main Street
Yonkers, New York 10701
Attn: Robert A. MacFarlane, Manager

Re: Approval for Cleanup and Disposal of PCB Remediation Waste under 40 CFR §761.61(a), and Approval for Characterization and Verification Sampling under 40 CFR §761.61(c)

Dear Mr. MacFarlane:

This is in response to the June 23, 2008 notification of PCB cleanup, submitted by Gramercy Wrecking and Environmental Contractors, for remediation of soil and fill within the North Yard of the Former BICC Cables Site, located in Yonkers, New York. The proposed remediation plan was amended through submittal of additional information by Holzmacher, McLendon & Murrell, P.C. (H2M) in correspondence dated September 3, 2008 and September 10, 2008. Collectively, these documents will be referred to as the "Application".

The Application addresses areas of the North Yard that are to be excavated, to a maximum depth of 12 feet below grade, in accordance with the March 18, 2005, Record of Decision (ROD) issued by the New York State Department of Environmental Conservation. The Site contains PCB remediation waste that exceeds the cleanup levels specified under the federal PCB regulations at 40 CFR §761.61(a)(4).

With the exception of the characterization and verification sampling requirements under Subparts N and O of 40 CFR Part 761, the proposed removal of the PCB-remediation waste within the areas designated for excavation meets the self-implementing cleanup and disposal requirements under 40 CFR §761.61(a). Based on characterization sampling previously conducted, EPA finds that this sampling, in this proposed remediation context, is acceptable for delineating areas of PCB remediation waste to be addressed.

EPA also finds that H2M's plan for verification sampling is acceptable for implementing, within the excavation areas, a cap and deed restriction meeting the requirements of 40 CFR §761.61(a)(7) and (a)(8), respectively. EPA is approving the Application, so that the cleanup and disposal may proceed under 40 CFR §§761.61(a) and (c) and its Application, subject to this approval.

Should you have any questions concerning this matter, please contact James S. Haklar, Ph.D., of my staff, at (732) 906-6817.

Sincerely yours,

Dore LaPosta, Director
Division of Enforcement and Compliance Assistance

cc: Sally Dewes, NYSDEC
Debra L. Rothberg, Esq., DL Rothberg & Associates, P.C.

H2M

Engineers | Architects | Scientists | Planners | Surveyors

Holzmacher, McLendon & Murrell, P.C. | H2M Associates, Inc.
H2M Labs, Inc. | H2M Architects & Engineers, Inc.

119 Cherry Hill Road | Suite 200
Parsippany, New Jersey 07054
v 862.207.5900 f 973.334.0507
www.h2m.com

Via Federal Express

September 3, 2008

Kenneth S. Stoller, P.E., QEP, DEE
United States Environmental Protection Agency
Region 2
2890 Woodbridge Avenue
Edison, New Jersey 08837-3679

Re: *Notification of PCB Cleanup*
Former BICC Cables Site
1 Point Street, Yonkers, New York

Dear Mr. Stoller:

Pursuant to the USEPA's letter dated August 1, 2008 responding to the Notification of PCB Cleanup at the above referenced site, Holzmacher, McLendon & Murrell, P.C. (H2M), on behalf of Blackacre Partners, OPS, LLC, offers the following response:

Global Comments

1. *A summary of the procedures used to sample contaminated and adjacent areas and a table or cleanup site map showing PCB concentrations measured in all pre-cleanup characterization samples. The summary must include sample collection and analysis dates (see 40 CFR 761.61(a)(3)(i)(B));*

Response: A description of the procedures used to sample contaminated media for purposes of site investigation / delineation and in-situ waste characterization is provided below.

The zone of contamination and adjacent area were previously sampled and delineated during the Remedial Investigation (RI) and the Pre-Design Investigation phases. Specifically, during the RI conducted in 2003, soil samples were taken by boring installation throughout the BICC Cables Site including the North Yard, which is the subject of this remedial effort, to characterize the Site adequately to allow development of Remedial Alternatives. The soil borings in the North Yard were advanced to depths of up to 20 feet below surface grade, and analyses were conducted of discrete samples taken from each boring at various depths. The borings were used to determine the horizontal and vertical extent of PCB contamination. A Remedial Investigation/Feasibility Study (RI/FS) report was prepared and submitted to NYSDEC in September 2003. Based on the findings of the RI/FS, a selection was made of a remedial alternative consisting of excavation, removal and off-site disposal for the North Yard soils down to a maximum depth of 12 feet below grade (Remedial Alternative E3 – Excavation and Off-Site Disposal with Surface Cover), as memorialized in the March 2005 Record of Decision (ROD). The March 2005 ROD specified the approximate horizontal extents of the 0 to 4 foot excavation depth, the 4 to 8 foot excavation depth, and the 8 to 12 foot excavation depth based on the RI/FS data (Remedial Alternative E3 – Excavation and Off-Site Disposal with Surface Cover). Based on the results of the RI performed for the BICC Cables Site, NYSDEC determined that 99% of the PCB contamination at the Site existed above 12 feet below site grade, as noted in the March 2005 Record of Decision (ROD). The historical information supplied to NYSDEC in

connection with the RI work Plan and Remedial Investigation Report also indicated that PCB releases occurred before 1978. This information is discussed further below.

Prior to initiating Remedial Alternative E3 pursuant to the March 2005 ROD, H2M implemented a Pre-Design Investigation of the North Yard (as approved by NYSDEC) to definitively confirm the horizontal excavation boundaries and horizontal 'clean' zone for each excavation depth. Delineation for PCBs was performed to 1 mg/kg in the surface soil (applicable to 0 to 2 feet below grade) and 10 mg/kg in the subsurface soil (applicable for > 2 feet below grade).

The Pre-Design Investigation was conducted in July and August of 2007 and consisted of installation of soil borings to 4 feet bg, 8 feet bg, and 12 feet bg and obtaining soil samples for purposes of delineating the horizontal extent of PCB contamination at each depth. A single, discrete sample was obtained from each depth interval from each boring location and submitted for analysis. The results of the analyses were then used to establish a contaminated zone (PCB > 1 mg/kg in the surface soil and > 10 mg/kg in subsurface soil) as well as a 'clean' zone (PCB $\leq$ 1 mg/kg in surface soil and PCB $\leq$ 10 mg/kg in subsurface soil). Those borings where PCB is $\leq$ 10 mg/kg were then determined to be outside of the remedial excavation area. The excavation limits were defined by connecting the innermost set of samples where PCB $\leq$ 10 mg/kg to develop a clean zone where the excavation limits would be defined for each depth interval.

The In-Situ Waste Characterization Work Plan which was prepared to conform with 40 CFR 761 , and approved by NYSDEC, was implemented in July 2008. This Plan was then used in conjunction with the discrete sampling data from the RI/FS and the Pre-Design Investigation Report to characterize the waste within the excavation area on a grid by grid basis for on-site sorting and staging for disposal. The in-situ waste characterization borings were installed using a truck-mounted Geoprobe rig and 4-foot long macrocore lined with dedicated acetate liners. From each grid, five borings were constructed and sampled in 4 foot vertical segments. The entire 4-foot core was not composited, rather, for each grid, samples were obtained from each of the five cores for compositing. Each macrocore was split opened and field screened and inspected for evidence of staining, odor, or other indication of contamination. Material was then obtained from each core from a given grid for compositing biased to indications of potential contamination in order to get the most accurate characterization by grid square for each 4-foot lift to be excavated and disposed of. The composited sample from each grid was analyzed for PCBs as well other analytical parameters required by the TSD facility.

The results of the PCB (and TCLP lead) waste characterization analyses is presented in the set of Figures included as **Attachment A**. Sample summary tables including the collection date and analysis date are enclosed for your review (**Attachment A**). Figure 10 and Figure 12 have been revised to reflect a more conservative approach for classification of the waste within the grids where previous discrete samples showed PCBs $\geq$ 50 mg/kg even though the composite sample showed PCB < 50 mg/kg. Specifically, grid H4 on Figure 10 and grid D2 on Figure 12 have been revised to classify these grids as TSCA waste (PCB $\geq$ 50 mg/kg).

2. *The location and extent of the identified contaminated area, including topographic maps with sample collection sites cross referenced to the sample identification numbers in the data summary from above (see 40 CFR 761.61(a)(3)(i)(C));*

Response: Figures depicting the PCB concentrations as well as the sampling results and waste characterization are included as **Attachment A**. Sample summary tables including the collection date and analysis date are enclosed with **Attachment A** for your review.

3. *A schedule for cleanup (see 40 CFR 761.61(a)(3)(i)(D)); and*

Response: Enclosed please find a schedule for the cleanup at the Site, which sets forth the anticipated time line for initiation and completion of various phases of the work. The schedule will be revised to reflect dates once the actual start date is determined pending final regulatory approvals. (**Attachment B**).

4. *The written certification required under 40 CFR 761.61(a)(3)(i)(E)).*

Response: Enclosed please find a written certification required under 40 CFR 761.61(a)(3)(i)(E)) included as **Attachment C**.

5. *Additionally, please see 40 CFR 761.61(a)(3)(i) for an identification of other parties (in addition to the regional Administrator) who should receive the notification.*

Response: The Site is classified as a New York State Brownfield and currently under the jurisdiction of the New York State Department of Environmental Conservation (NYSDEC). Local and county authorities have been copied on the notification. A copy of the finalized work plan and EPA approval will be provided to local and county authorities.

Specific Comments – Remedial Excavation Work Plan

***Section 3 – Remedial Work Plan**: Capping with a 4-inch layer of approved stone and a 2-inch layer of asphalt does not comply with 40 CFR 761.61(a)(7), pertaining to caps.*

Response: The capping system will include a minimum of six (6) inches of asphalt paving, in accordance with the requirements of 40 CFR 761.61(a)(7). The cap will comply with all the requirements of 40 CFR 761.61(a)(8). Additionally, please note that the capping system will be placed over the backfilled areas that have been excavated, therefore, a minimum of 4 feet of clean fill material will overlie any residual contamination that may remain in place, in addition to the asphalt paving system, in all areas except at the 2 foot excavation, where a minimum of 10 inches of clean fill will overlie the excavation. Pursuant to NYSDEC requirements, institutional controls (i.e. easements) will be applicable to all areas where residual contamination remains. A Soils Management Plan will also be prepared and will impose *inter alia*, health and safety requirements on all future activities at the Site that could result in any disturbance of this material.

The text on the bottom of Page 3 indicates that no post excavation confirmatory samples will be collected. Please note that the EPA requires verification (i.e. post excavation) sampling in accordance with 40 CFR Subpart O.

Response: The revised Remedial Excavation Work Plan (August 22, 2008), which is currently under review with the NYSDEC, includes post-excavation sampling. Per our discussion and agreement during our meeting on August 26, 2008, five (5) post-excavation grab samples (from 0 to 2 inches) will be obtained from each excavated 50' by 50' grid at the bottom of the excavation. The five grab samples will be composited in the field and will be analyzed for PCBs via EPA method 8082.

***Section 3.1 – Work Plan Sequencing:** Item number 9 on Page 4 discusses decontamination of soil drying beds. Please note that all equipment (including equipment used for sampling) should be decontaminated in accordance with 40 CFR 761.79, or an alternate decontamination approval should be obtained from EPA in accordance with 40 CFR 761.79(h).*

Response: Please be advised that all equipment will be decontaminated in accordance with the requirements of 40 CFR 761.79.

Section 3.2.2 – Targeted Excavation Plan: *All material that is considered to be PCB remediation waste (as defined in 40 CFR 761.3) must sampled "as found", or in situ, for waste disposal purposes. This section discusses crushing and staging or stockpiling of material (asphalt or concrete) and then sampling, which is not in conformance with the federal PCB regulations. We do note that an in-situ waste characterization work plan, presumably for soil, is part of the notification; please see our comment below regarding this work plan.*

Response: As discussed and agreed during our meeting on August 26, 2008, in accordance with the requirements of *40 CFR 761.3,* the concrete overlying the soil will be broken up by grid and will be downsized into smaller pieces *in place*. Prior to removing the downsized concrete from the grid, five (5) grab samples will be collected from the broken up concrete biased to the bottom of the concrete where there was contact with the underlying soil. The five samples will then be field-composited into one sample and sent for laboratory analysis for PCBs via EPA method 8082, as well other analytical parameters required by the disposal facility. The downsized concrete will then be removed from the excavation area and sorted and staged by grid pending receipt of the laboratory analytical data. The concrete piles from each grid will be managed as either TSCA-regulated (if PCB $\geq$ 50 mg/kg) or non-TSCA-regulated (if PCB < 50 mg/kg) waste material for transportation and off-site disposal.. All TSCA material will be stored and disposed of as a TSCA-regulated waste in accordance with all applicable regulations.

Section 3.2.3 – Soil Staging and Drying: *Storage of PCB remediation waste must be handled in accordance with 40 CFR 761.65; please see 761.65(c)(9).*

Response: The temporary storage of PCB remediation waste in the staging areas pending load-out for transportation and disposal will be handled in accordance with 40 CFR 761.65. Excavated soils will be stockpiled on-site within one of four specially constructed temporary storage pads. Each storage pad will be constructed on asphalt and/or concrete by placing two layers of an impervious liner each consisting of minimum doubled 8-mil high-density polyethylene sheeting overlaying a minimum 6-inch lift of ¾-inch crushed gravel. The sheeting layers will be connected by overlapping each sheet and connecting the sheets using double-sided asphaltic tape, or approved alternate. The boundary of each storage pad will be surrounded by soil berms, covered in plastic (as described above), to prevent runoff out of or on to each pad. The outside perimeter of the plastic covered berms will be lined with straw bails to provide an additional measure of protection against the runoff of any sediment-laden liquids.

Soil piles and unused sections of each pad will be covered at the end of each day and also kept covered during weekends and holidays with poly or plastic tarps of minimum 8-mil thickness to prevent collection of excess rainwater within the pads. These plastic covers will be secured so as to cover the piles completely and will be sufficiently weighted on all sides to prevent the covers from shifting or dislodging due to wind or other inclement weather.

A drawing depicting the soil staging pad detail is enclosed at **Attachment D** for your review.

Section 3.3.3 – Treatment System Specifications: *Water generated during the cleanup must be treated to the decontamination standards of 40 CFR 761.79(b). Additionally, please verify that any residuals generated during water treatment will be sampled to determine if the material contains PCBs at or above 50 parts per million (ppm), and that such waste will be disposed of at either a TSCA or RCRA facility.*

Response: Water generated during the cleanup will be treated to meet the discharge standards of 0.065 ug/l, as established in the NYSDEC SPDES Permit Equivalent. This concentration is below the decontamination standards of 40 CFR 761.79(b). Additionally, any residuals generated during water treatment will be sampled to determine if the material contains PCBs at or above 50 mg/kg, and such waste will be disposed of at a facility permitted to accept the waste material. A copy of the SPDES Equivalency Effluent Limitations and Discharge Requirements is enclosed as **Attachment E** for your review.

In-Situ Characterization Work Plan: *We are concerned that the proposed use of 4-foot composited (homogenized?) cores to determine PCB levels may dilute waste with PCBs (with concentrations at or above 50 ppm) to lower levels. While EPA could possibly accept composting a shorter core, we cannot agree to a 4-foot composite.*

Response: Since the remedial excavations are to proceed in 4-foot lifts, the material was characterized in 4-foot lifts as described in the In-Situ Characterization Work Plan, which was approved by NYSDEC. As discussed during our August 26, 2008 meeting, and discussed in our response to Item 1 above, the entire 4-foot core was not composited, rather, for each grid, soil samples were collected from each of the five cores for compositing. Each core was field screened for evidence of staining, odor, or other indication of contamination. Material was obtained from each core for compositing *biased* to indications of potential contamination in order to get the most accurate characterization by grid square for each 4-foot lift to be excavated and disposed of. The composite samples was then analyzed for PCBs and other analytical parameters required by the disposal facility. The PCB data from the In-Situ Waste Characterization sampling program is presented in the Figures included as **Attachment A**. In addition to the results of the In-Situ Waste Characterization sampling, we have also included the results of previous PCB sample results consisting of discrete samples collected from soil borings in order to provide further information to confirm the characterization.

Other Issues:

The EPA expressed concern regarding the March 2005 Record of Decision (ROD) determination that PCBs in excess of 100 mg/kg will remain on site below 12 feet below grade, if the site is to remediated under the self-implementing procedure under 40 CFR 761.61(a). EPA noted that if it could be demonstrated that the disposal of PCB waste in the North Yard occurred prior to 1978, then approval could be provided by the EPA for remediation of the upper 12 feet of fill material within the North Yard, allowing for concentrations above 100 mg/kg to remain at levels below 12 feet below grade.

Response: According to review of the operations history of the site as set forth in the RI/FS Work Plan and the RI Report, including analysis of historic Sanborn Fire Insurance maps and aerial photographs, disposal of PCBs at the Site occurred before 1978. The record in this matter indicates that PCB disposal at this Site likely occurred sometime in the late 1940s or 1950's when filling of the subject area of the North Yard was ongoing and the surface was unpaved. This is supported by the depth of the PCBs to twenty feet (to native silts) in the subject area of the North Yard and its distribution in the fill which can be characterized within areas and strata as the filling progressed over a prolonged period, which filling ending in the area of concern of the North Yard well before 1978. Historical Sanborn Maps and Aerial Photos, together with a detailed history of cable manufacture at the Site contained in the Remedial Investigation Work Plan and Remedial Investigation Report supports this determination.

The former BICC Cable Site has been progressively developed in connection with wire and cable manufacturing since the late 1800's. The shoreline in the vicinity of the North Yard previously ran adjacent to the west side of the rail lines. Over time, the Site west of the railroad tracks was filled to create the existing man-made landmass.

Soils underlying the North Yard are comprised of historic fill extending down to the silt layer, which is present at a depth of approximately 20 feet below grade. Based on soil borings and trenches, observations were made during the RI and Pre-Design Investigation soil investigation programs, indicating the historic fill in the North Yard is comprised of coarse sand and gravel with brick fragments, cinders, slag, coal, ash and shells. Other debris was also observed in the North Yard fill, including resin material, oily residue, rubber, a white chalky resin-like material, wire, cable and plastics.

Historical aerial photographs of the Site confirm that non-indigenous fill were deposited west of the railroad tracks to raise the topographic elevation of the property beginning in or about the late 1930's and 1976. In the latter phases of the filling, the area involved was along the shore line and not within the foot-print of the North Yard continuation zones. Filling along the shoreline to expand the landmass was a typical practice in this area of the Hudson River at that time.

By 1976, the filling to create the current shoreline had been completed. No additional fill material was deposited after 1976, since at this point the shoreline extended to the bulkhead line, and the North Yard area was completely capped, as can be seen on the aerial photograph from 1976. No changes with respect to the landmass were observed on aerials covering the period of 1980 and 1990. The North Yard Remedial Excavation Area is encompassed by the west warehouse (which was constructed some time prior to 1976) and east warehouse (which was constructed some prior to 1954), and the paved parking and storage area to the south of the warehouses.

Excerpts from the RI/FS Work Plan, the RI Report, and historic Sanborn and Aerial photographs are included as **Attachment F.**

The Remedial Investigation for the Site documents the progression of the development of the Site since the 1880s. The changes to the Site have included an increase in acreage, topography, and number of buildings. The 1898 Sanborn map shows that the shoreline previously ran adjacent to the present location of the rail lines. Today, there is considerable land west of the rail lines. That area includes what is designated as the North Yard of the Site which is entirely "made-land," resulting from filling that occurred over a period of many years to create the present shoreline. Filling was a typical practice in this area of the Hudson River. The filling progression is documented on the Sanborn maps for the years 1898 and 1917, and the Sanborn map from 1942. Based on review of the aerial photographs, filling had ceased sometime prior to 1976. The 1989 Sanborn map confirms that no further filling activity occurred at the Site after 1976 and that the subject area of the North Yard was paved by 1976, and therefore not the subject of further disposal of PCB contaminated material.

Further, according to the Site History in the Remedial Investigation report (RI) prepared for the Site, in the 1930's and early 1940's, additional buildings (progressing from North to South) were constructed on fill materials and on pilings into the River. Enclosed for review are aerial photographs of the Site spanning the period from 1940 to 1990. Site boundaries, along with key features, are noted on each of the aerial photographs. The southern-most manufacturing building in the 1940 aerial photograph is the High Bay building constructed in 1938. Neither the East nor the West Warehouse had been built at this time. In fact, the future location of the East Warehouse has not yet been filled. The 1940 shoreline in the future area of these warehouses abuts the railroad tracks. The overlay on this aerial photograph shows the shoreline as it is today, much farther to the west.

The East Warehouse was constructed by the time of the 1954 aerial photograph. Hence, the former shoreline was filled below this structure by this time.

By 1976, the last filling at the far western edge of the Site was completed to create the current shoreline, but by that time, the subject area of the North Yard was paved and no further fill was deposited in that area. Since the subsurface disposal of fill materials to create made-land was the source of the subsurface PCB contamination that is being remediated in the North yard Area of the BICC Cables Site, and the North yard was completely filled and capped by 1976, it is apparent that no subsurface disposal of PCBs took place after 1976.

Following excavation and disposal of contaminated media above 12 feet below site grade in accordance with the March 2005 Record of Decision, areas of PCBs in excess of the remedial standards will be documented and identified in the Environmental Easement to be filed for the site. Pursuant to the Remedial Investigation, the highest level of PCBs detected below 12 feet is 159 mg/kg.

I trust that this additional information as we discussed with you during our meeting is sufficient to allow you to approve the PCB remediation of the North Yard Area of the BICC Cables Site.

As we further advised during our meeting, the NYSDEC is in the final review process of construction related details of the remediation and a mobilization with a hard start date is on schedule for **September 2, 2008**. We greatly appreciate the responsiveness of EPA in meeting with us this week and for indicating that the revised remedial specifications we discussed to observe the requirements of the Agency, will be acceptable pending your review of this response letter. Your continued diligence to allow the scheduled mobilization to continue is further appreciated.

Thank you again for your assistance and prompt attention to this matter. If you have any questions, please feel to call me at (862) 207-5900, ext. 2222.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Christopher C. Langewisch
Senior Project Manager

Enclosures: PCB Remediation Waste Certification; SPDES Equivalent Effluent monitoring requirements; soil staging pad detail; sample data summary tables; Sanborn maps (1898, 1917, 1942,1989) Aerial photos (1940,1954,1960,1976,1980,1990), RI/FS Work Plan and RI report Excerpts

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ATTACHMENT A

Figures 10, 11, 12
Data Summary Tables

BICC Cables Site
233 Alexander Street
Yonkers, New York

BORING ID:	GRID COMPOSITE	SAMPLE INFO		
		PCB mg/kg	Date	Depth
B1-A B1-B B1-C B1-D	B1 0-4'	ND	7/7/2008	0-4'
C1-A C1-B C1-C	C1 0-4'	ND	7/7/2008	0-4'
C2-A C2-B C2-C C2-D C2-E	C2 0-4'	113	7/7/2008	0-4'
C3-A C3-B C3-C C3-D C3-E	C3 0-4'	52.4	7/7/2008	0-4'
D1-A D1-B D1-C	D1 0-4'	ND	7/7/2008	0-4'
D1-A D1-B D1-C	D1 4-8	ND	7/7/2008	4-8'
D1-A D1-B	D1 8-12'	ND	7/7/2008	8-12'
D2-A D2-B D2-C D2-D D2-E	D2 8-12'	ND	7/7/2008	8-12'
D3-A D3-B D3-C D3-D D3-E	D3 0-4'	ND	7/8/2008	0-4'
D3-A D3-B D3-C D3-D D3-E	D3 4-8'	22.85	7/8/2008	4-8'
D4-A D4-B D4-C	D4 0-4'	16.7	7/8/2008	0-4'
D4-A D4-B D4-C	D4 4-8'	80.69	7/8/2008	4-8'

E2-A E2-B E2-C E2-D E2-E	E-2 0-4'	235	7/10/2008	0-4'
E2-A E2-B E2-C E2-D E2-E	E-2 4-8'	ND	7/10/2008	4-8'
E2-A E2-B E2-C E2-D E2-E	E2 8-12'	ND	7/10/2008	8-12'
E-4 A E-4 B E-4 C E-4 D E-4 E	E4 4-8'	16.1	7/10/2008	4-8'
E-4 A E-4 B E-4 C E-4 D E-4 E	E4 8-12'	ND	7/10/2008	8-12'
F1-A F1-B F1-C	F1 0-4'	ND	7/8/2008	0-4'
F2-A F2-B F2-C F2-D F2-E	F2 0-4'	ND	7/15/2008	0-4'
F2-A F2-B F2-C F2-D F2-E	F2 4-8'	ND	7/15/2008	4-8'
F2-A F2-B F2-C F2-D F2-E	F2 8-12'	905	7/15/2008	8-12'
F4-A F4-B F4-C F4-D F4-E	F4 8-12'	ND	7/11/2008	8-12'
G1-A G1-B G1-C	G1 0-4'	ND	7/11/2008	0-4'
G2-A G2-B G2-C	G2 8-12'	ND	7/16/2008	8-12'

G5-A G5-B G5-C G5-D G5-E	G5 0-4'	ND	7/14/2008	0-4'
H1-A H1-B H1-C	H1 0-4'	ND	7/16/2005	0-4'
H3-A H3-D	H3 8-12'	ND	7/17/2008	8-12'
H4-A H4-B H4-C H4-D H4-E	H4 0-4'	ND	7/15/2008	0-4'
H5-A H5-B H5-C H5-D H5-E	H5 0-4'	2.89	7/18/2008	0-4'
H5-A H5-B H5-C H5-D H5-E	H5 4-8'	1.41	7/18/2008	4-8'
H5-A H5-B H5-C H5-D H5-E	H5 8-12'	7.76	7/18/2008	8-12'
I2-A I2-B I2-C I2-D I2-E	I2 0-4'	272	7/17/2008	0-4'
I4-A I4-B I4-C I4-D I4-E	I4 4-8'	114	7/21/2008	4-8'
J2-A J2-B J2-C	J2 0-4'	ND	7/17/2008	0-4'
J4-A J4-B J4-C J4-D J4-E	J4 4-8'	177.5	7/18/2008	4-8'

BICC Cables Site
233 Alexander Street
Yonkers, New York

Sample ID:	USEPA	B-1 (0-4')	C-1(0-4')	C-2 (0-4')	C-3 (0-4')	D-1(0-4')	D-1(4-8')	D-1 (8-12')	D-2 (0-4')	D-2 (4-8')	D-2 (8-12')	D-3 (0-4')	D-3 (4-8')	D-3 (8-12')	D-4 (0-4')	D-4 (4-8')	D-4 (8-12')
Collection Date:	TCLP	7/7/2008	7/7/2008	7/7/2008	7/7/2008	7/7/2008	7/7/2008	7/7/2008	7/7/2008	7/7/2008	7/7/2008	7/8/2008	7/8/2008	7/8/2008	7/8/2008	7/8/2008	7/8/2008
Date Analyzed:	Leachate	7/17/2008	7/18/2008	7/18/2008	7/18/2008	7/18/2008	7/18/2008	7/19/2008	7/19/2008	7/19/2008	7/19/2008	7/19/2008	7/19/2008	7/24/2008	7/19/2008	7/19/2008	7/24/2008
Matrix:		Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Lab Sample ID:		J95213-1	J95213-2	J95213-3	J95213-4	J95213-5	J95213-6	J95213-7	J95213-8	J95213-9	J95213-10	J95213-11	J95213-12	J95213-13	J95213-14	J95213-15	J95213-16
Units:	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l
Metals:																	
Lead	5	3.4	**11.1**	**8.2**	0.53	2.9	**28.9**	0.47	**5.3**	**6.1**	**16.5**	**237**	**11.5**	< 0.50	0.67	**53.2**	**10.7**
PCBs:																	
Aroclor 1016	---	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA
Aroclor 1221	---	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA
Aroclor 1232	---	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA
Aroclor 1242	---	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	ND	ND	NA
Aroclor 1248	---	ND	ND	ND	13.3	ND	ND	ND	ND	ND	ND	ND	8.53	NA	ND	13.4	NA
Aroclor 1254	---	ND	ND	ND	27.8	ND	ND	ND	ND	ND	ND	ND	9.43	NA	3.2	57.8	NA
Aroclor 1260	---	ND	ND	113.0	11.3	ND	ND	ND	ND	ND	ND	ND	4.89	NA	13.5	9.49	NA
Total PCBs	50	ND	ND	113.0	**52.4**	ND	ND	ND	ND	ND	ND	ND	22.85	NA	16.7	**80.69**	NA

Sample ID:	USEPA	E-2 (0-4')	E-2 (4-8')	E-2 (8-12')	E-3 (0-4')	E-3(4-8')	E-3(8-12')	E-4 (0-4')	E-4 (4-8')	E-4 (8-12')	F-5 (0-4')	F-5 (4-8')	F-5 (8-12')	F-4 (0-4')	F-4 (4-8')	F-4 (8-12')	G-1 (0-4')
Collection Date:	TCLP	7/10/2008	7/10/2008	7/10/2008	7/9/2008	7/9/2008	7/9/2008	7/10/2008	7/10/2008	7/10/2008	7/11/2008	7/11/2008	7/11/2008	7/11/2008	7/11/2008	7/11/2008	7/11/2008
Date Analyzed:	Leachate	7/16/2008	7/24/2008	7/23/2008	7/29/2008	7/24/2008	7/23/2008	7/24/2008	7/23/2008	7/24/2008	7/23/2008	7/23/2008	7/23/2008	7/23/2008	7/23/2008	7/25/2008	7/24/2008
Matrix:		Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Lab Sample ID:		J95516-1	J95516-2	J95516-3	J95516-4	J95516-5	J95516-6	J95516-7	J95516-8	J95516-9	J95516-10	J95516-11	J95516-12	J95516-13	J95516-14	J95516-15	J95516-16
Units:	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l
Metals:																	
Lead	5.0	**8.2**	**16.6**	**9.0**	**66.2**	**6.7**	2.2	**10.2**	2.7	**6.5**	**6.9**	**9.7**	1.1	< 0.50	< 0.50	1.0	**86.1**
PCBs:																	
Aroclor 1016	---	ND	ND	ND	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	NA	ND	ND
Aroclor 1221	---	ND	ND	ND	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	NA	ND	ND
Aroclor 1232	---	ND	ND	ND	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	NA	ND	ND
Aroclor 1242	---	ND	ND	ND	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	NA	ND	ND
Aroclor 1248	---	ND	ND	ND	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	NA	ND	ND
Aroclor 1254	---	ND	ND	ND	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	NA	ND	ND
Aroclor 1260	---	235.0	ND	ND	NA	NA	NA	NA	ND	ND	NA	NA	NA	NA	NA	ND	ND
Total PCBs	50.0	**235.0**	ND	ND	NA	NA	NA	NA	**161.0**	ND	NA	NA	NA	NA	NA	ND	ND

Sample ID:	USEPA	G-4 (0-4')	G-4 (4-8')	G-4(8-12')	G-5 (0-4')	G-5(4-8')	G-5(8-12')	H-4 (0-4')	H-4 (4-8')	H-4 (8-12')	F-1 (0-4')	F-2 (0-4')	F-2 (4-8')	F-2 (8-12')	F-3 (0-4')	F-3 (4-8')	F-3 (8-12')
Collection Date:	TCLP Leachate	7/14/2008	7/14/2008	7/14/2008	7/14/2008	7/14/2008	7/14/2008	7/15/2008	7/15/2008	7/15/2008	7/8/2008	7/15/2008	7/15/2008	7/15/2008	7/15/2008	7/15/2008	7/15/2008
Date Analyzed:		7/24/2008	7/24/2008	7/24/2008	7/25/2008	7/24/2008	7/25/2008	7/26/2008	7/24/2008	7/25/2008	7/21/2008	7/26/2008	7/26/2008	7/27/2008	7/30/2008	7/25/2008	7/25/2008
Matrix:		Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Lab Sample ID:		J95763-1	J95763-2	J95763-3	J95763-4	J95763-5	J95763-6	J95763-7	J95763-8	J95763-9	J95213-17	J95763-10	J95763-11	J95763-12	J95763-13	J95763-14	J95763-15
Units:	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l
Metals:																	
Lead	5.0	1.8	<0.50	0.9	**20.0**	2.2	1.9	<0.50	**7.1**	**5.3**	**31.3**	**21.1**	**6.9**	**18.9**	**34.5**	**4.3**	< 0.50
PCBs:																	
Aroclor 1016	---	NA	NA	NA	ND	ND	ND	ND	ND	NA	ND	ND	ND	NA	NA	NA	ND
Aroclor 1221	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	ND
Aroclor 1232	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	ND
Aroclor 1242	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	ND
Aroclor 1248	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	ND
Aroclor 1254	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	NA	ND
Aroclor 1260	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	905.0	NA	NA	ND
Total PCBs	50.0	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	**905.0**	NA	NA	ND

Sample ID:	USEPA	G-2 (0-4')	G-2 (4-8')	G-2(8-12')	H-5 (0-4')	H-5(4-8')	H-5(8-12')	J-4 (0-4')	J-4 (4-8')	G-3 (0-4')	G-3 (4-8')	G-3(8-12')	H-1 (0-4')	H-2 (0-4')	H-3 (0-4')	H-3 (4-8')	H-3 (8-12')
Collection Date:	TCLP Leachate	7/16/2008	7/16/2008	7/16/2008	7/16/2008	7/16/2008	7/16/2008	7/16/2008	7/16/2008	7/16/2008	7/16/2008	7/16/2008	7/16/2008	7/17/2008	7/17/2008	7/17/2008	7/17/2008
Date Analyzed:		7/25/2008	7/25/2008	7/25/2008	7/31/2008	7/31/2008	7/31/2008	7/29/2008	7/31/2008	7/25/2008	7/25/2008	7/24/2008	7/25/2008	7/26/2008	7/26/2008	7/26/2008	7/29/2008
Matrix:		Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil	Soil
Lab Sample ID:		J96054-1	J96054-2	J960546-3	J96054-4	J96054-5	J96054-6	J96054-7	J96054-8	J96054-9	J96054-10	J96054-11	J95516-12	J95516-13	J95516-14	J95516-15	J95516-16
Units:	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l
Metals:																	
Lead	5.0	1.8	<0.50	0.9	**20.0**	2.2	1.9	<0.50	**7.1**	**5.3**	**21.1**	**6.9**	**18.9**	**34.5**	4.3	< 0.50	< 0.50
PCBs:																	
Aroclor 1016	---	NA	NA	NA	ND	ND	ND	ND	ND	NA	ND	ND	ND	NA	NA	ND	ND
Aroclor 1221	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	ND	ND
Aroclor 1232	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	ND	ND
Aroclor 1242	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	ND	ND
Aroclor 1248	---	NA	NA	NA	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	ND	ND
Aroclor 1254	---	NA	NA	NA	ND	ND	ND	ND	93.0	ND	ND	ND	ND	NA	NA	ND	ND
Aroclor 1260	---	NA	NA	NA	ND	ND	ND	ND	84.5	ND	ND	ND	ND	NA	NA	ND	ND
Total PCBs	50.0	NA	NA	NA	ND	ND	ND	ND	**177.5**	ND	ND	ND	ND	NA	NA	ND	ND

Sample ID:	USEPA	I-2 (0-4')	J-2 (0-4')	J-5 (0-4')	J-5 (4-8')	I-5(0-4')	I-5(4-8')	I-5 (8-12')
Collection Date:	TCLP Leachate	7/17/2008	7/17/2008	7/21/2008	7/21/2008	7/21/2008	7/21/2008	7/21/2008
Date Analyzed:		7/25/2008	7/24/2008	8/5/2008	8/5/2008	8/5/2008	8/5/2008	8/5/2008
Matrix:		Soil	Soil	Soil	Soil	Soil	Soil	Soil
Lab Sample ID:		J96054-1	J95763-2	J95763-3	J95763-4	J95763-5	J95763-6	J95763-7
Units:	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l
Metals:								
Lead	5.0	**13.7**	<0.50	**6.4**	**8.8**	<0.50	<0.50	2.8
PCBs:								
Aroclor 1016	---	NA	ND	NA	NA	NA	NA	NA
Aroclor 1221	---	NA	ND	NA	NA	NA	NA	NA
Aroclor 1232	---	NA	ND	NA	NA	NA	NA	NA
Aroclor 1242		NA	ND	NA	NA	NA	NA	NA
Aroclor 1248	---	NA	ND	NA	NA	NA	NA	NA
Aroclor 1254	---	NA	ND	NA	NA	NA	NA	NA
Aroclor 1260	---	272.0	ND	NA	NA	NA	NA	NA
Total PCBs	50.0	**272.0**	ND	NA	NA	NA	NA	NA

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC RSCO	SB-06A-4	SB-06B-4	SB-06C-4	SB-07B-4	SB-48A-4	SB-48A-8	SB-48A-12	SB-49A-12	SB-49A-8	SB-49B-4	SB-49C-4	SB-49C-8
Date of Collection:		7/2/2007	7/5/2007	8/1/2007	7/2/2007	7/31/2007	7/31/2007	7/31/2007	7/3/2007	7/3/2007	7/2/2007	7/2/2007	10/11/2007
Date of PCB Analysis:		7/6/2007	7/14/2007	8/11/2007	7/6/2007	8/10/2007	8/10/2007	8/10/2007	7/9/2007	7/9/2007	7/5/2007	7/6/2007	10/30/2007
Depth:		3.5-4.0	3.5-4.0	3.5-4.0	3.5-4.0	3.5-4.0	7.5-8.0	11.5-12.0	11.5-12.0	7.5-8.0	3.5-4.0	3.5-4.0	7.5-8.0
Lab Sample ID:		J65287-2	J65572-33	J67824-8	J65287-6	J67795-32	J67795-33	J67795-34	J65370-16	J65370-15	J65287-1	J65287-7	J73966-5R
PCBs (mg/kg)													
Aroclor 1016		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1248		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1254		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1260		**37.4**	0.29	ND	6.33	**4,010**	**1,900**	0.085	**709**	**103**	**114**	0.194	1.31
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	**37.4**	0.29	0	6.33	**4010**	**1900**	0.085	**709**	**103**	**114**	0.194	1.31

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC RSCO	SB-49C-12	SB-49D-4	SB-49D-8	SB-49D-12	BD-073107-3	SB-50A-12	BD-070307-2	SB-50B-12	SB-50C-4	SB-50C-8	SB-50D-4
Date of Collection:		10/11/2007	7/31/2007	7/31/2007	7/31/2007	7/31/2007	7/3/2007	7/3/2007	7/5/2007	7/5/2007	7/5/2007	7/5/2007
Date of PCB Analysis:		10/30/2007	8/8/2007	8/10/2007	8/3/2007	8/10/2007	7/9/2007	7/9/2007	7/18/2007	7/12/2007	7/12/2007	7/11/2007
Depth:		11.5-12.0	3.5-4.0	7.5-8.0	11.5-12.0	11.5-12.0	11.5-12.0	11.5-12.0	11.5-12.0	3.5-4.0	7.5-8.0	3.5-4.0
Lab Sample ID:		J73966-6R	J67795-29	J67795-30	J67795-31	J67795-35	J65370-14	J65370-18	J65572-19	J65572-24	J65572-25	J65572-21
PCBs (mg/kg)												
Aroclor 1016		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1248		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1254		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1260		0.215	**2,040**	**1,780**	**87.4**	**247**	**812**	**590**	**3700**	**90.7**	9.5	1.06
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	0.215	**2040**	**1780**	**87.4**	**247**	**812**	**590**	**3700**	**168.5**	**15.73**	1.06

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC RSCO	SB-50E-4	SB-50E-8	SB-50E-12	SB-50F-8	SB-50F-12	BD-101107	SB-51A-12	SB-51A-4	SB-51A-8	SB-51B-4	SB-51B-8
Date of Collection:		7/31/2007	7/31/2007	7/31/2007	10/11/2007	10/11/2007	10/11/2007	7/2/2007	7/2/2007	7/2/2007	7/5/2007	7/5/2007
Date of PCB Analysis:		8/13/2007	8/11/2007	8/10/2007	10/18/2007	10/18/2007	10/19/2007	7/6/2007	7/5/2007	7/6/2007	7/12/2007	7/11/2007
Depth:		3.5-4.0	7.5-8.0	11.5-12.0	7.5-8.0	11.5-12.0	11.5-12.0	12-12.5	3.5-4.0	7.5-8.0	3.5-4.0	7.5-8.0
Lab Sample ID:		J67795-19	J67795-20	J67795-21	J73966-2	J73966-3	J73966-4	J65287-5	J65287-3	J65287-4	J65572-12	J65572-13
PCBs (mg/kg)												
Aroclor 1016		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1248		ND	ND	ND	**12.6**	**36.0**	**320**	ND	ND	ND	ND	ND
Aroclor 1254		ND	ND	ND	**12.1**	**22.5**	**64.9**	ND	ND	ND	ND	ND
Aroclor 1260		7.24	2.05	**88.2**	8.43	5.73	18.6	**2,020**	**348**	**32,300**	1.3	**19.9**
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	7.24	2.05	**88.2**	**33.13**	**64.2**	**404**	**2,020**	**348**	**32,300**	1.3	**19.9**

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC RSCO	SB-51B-12	SB-51C-4	BD-070507	SB-51C-8	SB-54B-8	SB-54B-12	SB-54C-8	SB-54C-12	SB-56A-4	SB-59B-8
Date of Collection:		7/31/2007	7/5/2007	7/5/2007	7/5/2007	7/5/2007	7/31/2007	10/11/2007	10/11/2007	7/3/2007	10/11/2007
Date of PCB Analysis:		8/10/2007	7/12/2007	7/11/2007	7/13/2007	7/11/2007	8/8/2007	10/18/2007	10/18/2007	7/9/2007	10/18/2007
Depth:		11.5-12.0	3.5-4.0	3.5-4.0	7.5-8.0	7.5-8.0	11.5-12.0	7.5-8.0	11.5-12.0	3.5-4.0	7.5-8.0
Lab Sample ID:		J67795-24	J65572-15	J65572-20	J65572-16	J65572-17	J67795-23	J73966-22	J73966-23	J65370-13	J73966-15
PCBs (mg/kg)											
Aroclor 1016		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1248		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1254		ND	**634**	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1260		**15,400**	**108**	0.857	**33,100**	**16.4**	**52.5**	ND	0.758	0.132	ND
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	**15400**	**742**	0.857	**33100**	**16.4**	**52.5**	0	0.758	0.132	0

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC RSCO	SB-59B-12	SB-61A1-4	SB-61A1-8	SB-61A2-4	SB-61A2-8	SB-61C1-12	BD-070207	SB-62A-8	SB-62A-12	SB-66B-4
Date of Collection:		10/11/2007	7/31/2007	7/31/2007	7/31/2007	7/31/2007	7/2/2007	7/2/2007	10/11/2007	10/11/2007	7/3/2007
Date of PCB Analysis:		10/18/2007	8/10/2007	8/9/2007	8/10/2007	8/11/2007	7/6/2007	7/6/2007	10/18/2007	10/18/2007	7/9/2007
Depth:		11.5-12.0	3.5-4.0	7.5-8.0	3.5-4.0	7.5-8.0	11.5-12.0	11.5-12.0	7.5-8.0	11.5-12.0	3.5-4.0
Lab Sample ID:		J73966-16	J67795-17	J67795-18	J67795-15	J67795-16	J65287-8	J65287-10	J73966-12	J73966-13	J65370-8
PCBs (mg/kg)											
Aroclor 1016		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND	ND	ND	9.96	ND	ND
Aroclor 1248		ND	ND	ND	ND	ND	ND	ND	ND	3.99	ND
Aroclor 1254		ND	ND	ND	ND	ND	ND	ND	ND	4.11	ND
Aroclor 1260		ND	0.067	1.01	0.122	**946**	2.35	**5,200**	1.10	1.07	**2,340**
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	0	0.067	1.01	0.122	**946**	2.35	**5200**	**11.06**	9.17	**2340**

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC RSCO	SB-68-0.5	SB-68-2	SB-68A-0.5	SB-68A-2	SB-68B-0.7	SB-68C-1	SB-06C-4	SB-68D-0.5	SB-68E-1	BD-080107	SB-68E-4
Date of Collection:		7/5/2007	7/31/2007	7/5/2007	8/1/2007	7/5/2007	8/1/2007	8/1/2007	7/31/2007	8/1/2007	8/1/2007	8/1/2007
Date of PCB Analysis:		7/11/2007	8/7/2007	7/11/2007	8/11/2007	7/11/2007	8/8/2007	8/11/2007	8/8/2007	8/8/2007	8/8/2007	8/13/2007
Depth:		0.0-0.5	2.0-2.5	0.0-0.5	1.5-2.0	0.7-1.2	0.5-1.0	3.5-4.0	0-0.5	1.0-1.5	1.0-1.5	3.5-4.0
Lab Sample ID:		J65572-1	J67795-27	J65572-5	J67824-9	J65572-3	J67824-4	J67824-8	J67795-25	J67824-2	J67824-1	J67824-3
PCBs (mg/kg)												
Aroclor 1016		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1248		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1254		ND	ND	ND	ND	ND	ND	ND	ND	0.468	ND	ND
Aroclor 1260		**5.43**	**11.2**	**43.7**	ND	**3.12**	ND	ND	**5.36**	0.145	0.0429	0.184
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	**5.43**	**11.2**	**43.7**	0	**3.12**	0	0	**5.36**	0.613	0.0429	0.184

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC RSCO	SB-69B-12	SB-69B-8	SB-69C-12	SB-69C-8	SB-69D-4	SB-69D-8	SB-70A-12	SB-70A-4	SB-70A-8	SB-70B-4
Date of Collection:		7/3/2007	7/3/2007	7/3/2007	7/3/2007	7/3/2007	7/3/2007	7/2/2007	7/2/2007	7/2/2007	7/31/2007
Date of PCB Analysis:		7/9/2007	7/9/2007	7/9/2007	7/12/2007	7/9/2007	7/9/2007	7/5/2007	7/6/2007	7/6/2007	8/9/2007
Depth:		11.5-12.0	7.5-8.0	11.5-12.0	7.5-8.0	3.5-4.0	7.5-8.0	11.5-12.0	3.5-4.0	8.0-8.5	3.5-4.0
Lab Sample ID:		J65370-3	J65370-2	J65370-5	J65370-4	J65370-6	J65370-7	J65370-20R	J65287-18	J65287-19	J67795-12
PCBs (mg/kg)											
Aroclor 1016		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1248		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1254		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1260		0.167	**17.4**	0.095	4.7	9.66	**534**	**1,190**	0.159	**1,320**	**43.4**
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	0.167	**17.4**	0.095	4.7	9.66	534	**1190**	0.159	**1320**	**43.4**

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC	SB-70B-8	SB-70B-12	SB-70C-12	SB-70C-4	SB-70C-8	SB-70D-8	SB-71B-4	SB-71B-8	SB-71C-4	SB-71C-4
Date of Collection:	RSCO	7/31/2007	7/31/2007	7/2/2007	7/2/2007	7/2/2007	7/2/2007	7/3/2007	7/3/2007	7/5/2007	7/31/2007
Date of PCB Analysis:		8/11/2007	8/9/2007	7/6/2007	7/5/2007	7/5/2007	7/5/2007	7/10/2007	7/7/2007	7/17/2007	8/10/2007
Depth:		7.5-8.0	11.5-12.0	11.5-12.0	3.5-4.0	7.5-8.0	7.5-8.0	3.5-4.0	7.5-8.0	3.5-4.0	3.5-4.0
Lab Sample ID:		J67795-13	J67795-14	J65287-13	J65287-11	J65287-12	J65287-14	J65370-9	J65370-10	J65572-31	J67795-7
PCBs (mg/kg)											
Aroclor 1016		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1248		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1254		ND	ND	ND	ND	ND	ND	ND	3.99	ND	ND
Aroclor 1260		**4,830**	**144**	1.98	**106**	**69.9**	**2,530**	0.925	2.12	0.58	0.096
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	**4830**	**144**	1.98	**106**	**69.9**	**2530**	0.925	6.11	0.58	0.096

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC	SB-71C-8	BD-070507-02	SB-71D-4	SB-71D-8	SB-71D-12	SB-71E-4	SB-71E-8	SB-71E-12	SB-79A-12	SB-79A-4	SB-79A-8
Date of Collection:	RSCO	7/5/2007	7/5/2007	7/31/2007	7/31/2007	7/31/2007	7/31/2007	7/31/2007	7/31/2007	7/2/2007	7/2/2007	7/2/2007
Date of PCB Analysis:		7/18/2007	7/18/2007	8/13/2007	8/11/2007	8/9/2007	8/10/2007	8/13/2007	8/10/2007	7/6/2007	7/6/2007	7/6/2007
Depth:		7.5-8.0	7.5-8.0	3.5-4.0	7.5-8.0	11.5-12	3.5-4.0	7.5-8.0	11.5-12	11.5-12	3.5-4.0	7.5-8.0
Lab Sample ID:		J65572-32	J65572-36	J67795-1	J67795-2	J67795-3	J67795-4	J67795-5	J67795-6	J65287-17	J65287-15	J65287-16
PCBs (mg/kg)												
Aroclor 1016		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1248		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Aroclor 1254		ND	ND	ND	ND	ND	ND	ND	3.82	ND	ND	ND
Aroclor 1260		**32.70**	13.30	**5**	**513**	**291**	2.71	**17.8**	2.29	**66.1**	**149**	0.721
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	**32.7**	13.30	**5.29**	**513**	**291**	2.71	**17.8**	6.11	66.1	149	0.721

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 1
Summary of PCB Analyses of Soil
BICC Cable North Yard Pre-Design Investigation
Yonkers, NY

Soil Sample ID:	NYSDEC RSCO	SB-79C-4	BD-073107-1	SB-79C-8	SB-79C-12	SB-80A-4
Date of Collection:		7/31/2007	7/31/2007	7/31/2007	7/31/2007	7/3/2007
Date of PCB Analysis:		8/9/2007	8/9/2007	8/10/2007	8/10/2007	7/9/2007
Depth:		3.5-4.0	3.5-4.0	7.5-8.0	11.5-12	3.0-4.0
Lab Sample ID:		J67795-8	J67795-11	J67795-9	J67795-10	J65370-12
PCBs (mg/kg)						
Aroclor 1016		ND	ND	ND	ND	ND
Aroclor 1221		ND	ND	ND	ND	ND
Aroclor 1232		ND	ND	ND	ND	ND
Aroclor 1242		ND	ND	ND	ND	ND
Aroclor 1248		ND	ND	ND	ND	ND
Aroclor 1254		ND	ND	ND	ND	ND
Aroclor 1260		**79.2**	**197.0**	**177**	**622**	0.197
TOTAL PCBs	1 mg/kg (0-1 ft) 10 mg/kg (>1 ft)	**79.2**	**197**	**177**	**622**	0.197

Notes:

RSCOs - Recommended Soil Cleanup Objectives (NYSDEC TAGM 4046).

ND - None detected.

Bold - Identifies a concentration that exceeds a Recommended Soil Cleanup Objective.

Table 3
Summary of Waste Classification Analyses of Soil
North Yard Pre-Design Investigation
Former BICC Cables Site
Yonkers, New York

Soil Sample ID:			SB-50B-WC	SB-69-WC	SB-70-WC	SB-61A1-WC	TP-A	TP-B	TP-F
Date of Collection:			7/5/2007	7/3/2007	7/3/2007	7/3/2007	8/3/2007	8/3/2007	8/3/2007
Date of PCB Analysis:			7/12/2008	7/12/2007	7/11/2007	7/12/2007	8/20/2007	8/20/2007	8/28/2007
Lab Sample ID:			J65592-1	J65388-1	J65388-2	J65388-3	J68073-1	J68073-2	J68073-3
	Units:	Regulatory							
PCBs:	mg/kg	Limits							
Aroclor 1016			ND	ND	ND	ND	ND	ND	ND
Aroclor 1221			ND	ND	ND	ND	ND	ND	ND
Aroclor 1232			ND	ND	ND	ND	ND	ND	ND
Aroclor 1242			ND	ND	ND	ND	ND	ND	ND
Aroclor 1248			ND	ND	ND	ND	ND	ND	ND
Aroclor 1254			ND	ND	ND	33100	1680	46.6	ND
Aroclor 1260			1250	1970	ND	16,800	1,680	8.57	ND
Total PCBs:			**1250**	**1970**	0	**49900**	**3360**	**55.17**	0
RCRA Characteristics									
Corrosivity as pH	S.U.	<2//>12.5	NA	8.97NC	NA	NA	7.14	8.83 NC	8.2
Cyanide Reactivity	mg/kg		NA	<7.1	NA	NA	<6.0	<6.9	<7.0
Ignitability (Flashpoint)	Deg. F		NA	>200	NA	NA	>200	>200	>200
Solids, Percent	%		NA	70.10%	NA	NA	83%	72%	71.70%
Sulfide Reactivity	mg/kg		NA	<140	NA	NA	<120	<140	<140
Total Petroleum Hydrocarbons	mg/kg		NA	2880	NA	NA	NA	NA	NA
Cyanide	mg/kg		NA	<0.29	NA	NA	<1.4	<0.28	NA
Sulfide, Natural Extrzaction	mg/kg		NA	18.1	NA	NA	12.0	20.7	NA
Total Organic Carbon	mg/kg		NA	142,000	NA	NA	89,300	324,000	NA
TCLP Metals:	mg/l								
Arsenic		5.0	<0.5	<0.50	<0.5	<0.50	<0.50	<0.50	<0.50
Barium		100	<1.0	1.3	1.0	2.3	2.7	1.1	1.2
Cadmium		1.0	0.0054	0.04	<0.0050	<0.0050	<0.0050	0.021	0.03
Chromium		5.0	<0.10	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010
Lead		5.0	<0.50	**64.1**	1.1	2.6	0.65	**22.4**	**10.2**
Mercury		0.2	0.00039	<0.00020	<0.00020	<0.00020	<0.00020	<0.00020	<0.00020
Selenium		1.0	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
Silver		5.0	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010
Metals:	mg/kg								
Antimony			<2.6	<2.8	<2.9	7.7	ND	27.4	3.4
Arsenic			29	22.6	3.9	8	10.2	11.4	10
Barium			1410	530	124	598	1900	1080	3200
Beryllium			<0.65	<0.7	<0.71	<0.61	ND	<0.67	<0.66
Cadmium			2.1	2.4	<0.71	0.61	1.4	2.2	2.8
Chromium			21.8	44.8	28.9	53.6	34	32.4	66.1
Lead			1130	50800	299	1190	915	1900	2430
Mercury			0.38	0.97	0.24	0.48	0.076	0.73	1.3
Nickel			32.1	29.2	23	67.3	26.8	40.2	84.8
Selenium			<2.6	<2.8	<2.9	<2.4	2.9	<2.7	<2.7
Silver			<1.3	2.1	<1.4	<1.2	2.0	4.0	4.5
Thallium			<1.3	<1.4	<1.4	<1.2	ND	<1.3	<1.3
Vanadium			33.9	24.7	35	97.4	14.1	33.4	20.4

Table 3
Summary of Waste Classification Analyses of Soil
North Yard Pre-Design Investigation
Former BICC Cables Site
Yonkers, New York

Soil Sample ID:			SB-50B-WC	SB-69-WC	SB-70-WC	SB-61A1-WC	TP-A	TP-B	TP-F
Date of Collection:			7/5/2007	7/3/2007	7/3/2007	7/3/2007	8/3/2007	8/3/2007	8/3/2007
Date of PCB Analysis:			7/12/2008	7/12/2007	7/11/2007	7/12/2007	8/20/2007	8/20/2007	8/28/2007
Zinc			1120	1320	502	1390	1990	3710	4060
VOA TCLP Leachate:	mg/l								
Benzene		0.5	NA	ND	NA	NA	ND	ND	NA
2-Butanone		200	NA	ND	NA	NA	ND	ND	NA
Carbon Tetrachloride		0.5	NA	ND	NA	NA	ND	ND	NA
Chlorobenzene		100	NA	ND	NA	NA	ND	ND	NA
Chloroform		6.0	NA	ND	NA	NA	ND	ND	NA
1,4-Dichlorobenzene		7.5	NA	ND	NA	NA	ND	ND	NA
1,2-Dichloroethane		0.5	NA	ND	NA	NA	ND	ND	NA
1,1-Dichloroethene		0.7	NA	ND	NA	NA	ND	ND	NA
Tetrachloroethene		0.7	NA	ND	NA	NA	ND	ND	NA
Trichloroethene		0.5	NA	ND	NA	NA	ND	ND	NA
Vinyl Chloride		0.2	NA	ND	NA	NA	ND	ND	NA
VOA TCL:	ug/kg								
Acetone			NA	42.8	NA	NA	21.8	19	NA
Benzene			NA	2.2	NA	NA	11.5	ND	NA
Bromodichloromethane			NA	ND	NA	NA	ND	ND	NA
Bromoform			NA	ND	NA	NA	ND	ND	NA
Bromomethane			NA	ND	NA	NA	ND	ND	NA
2-Butanone (MEK)			NA	ND	NA	NA	ND	ND	NA
Carbon Disulfide			NA	4.4	NA	NA	1.2	ND	NA
Carbon Tetrachloride			NA	ND	NA	NA	ND	ND	NA
Chlorobenzene			NA	ND	NA	NA	ND	ND	NA
Chloroethane			NA	ND	NA	NA	ND	ND	NA
Dibromochloromethane			NA	ND	NA	NA	ND	ND	NA
1,1-Dichloroethane			NA	ND	NA	NA	ND	ND	NA
1,2-Dichloroethane			NA	ND	NA	NA	ND	ND	NA
1,1-Dichloroethene			NA	ND	NA	NA	ND	ND	NA
cis-1,2-Dichloroethene			NA	ND	NA	NA	ND	ND	NA
trans-1,2-Dichloroethene			NA	ND	NA	NA	ND	ND	NA
Ethylbenzene			NA	18.4	NA	NA	248	1.3	NA
2-Hexanone			NA	ND	NA	NA	ND	ND	NA
4-Methyl-2-pentanone(MIBK)			NA	ND	NA	NA	ND	ND	NA
Methylene chloride			NA	ND	NA	NA	ND	ND	NA
Styrene			NA	ND	NA	NA	ND	ND	NA
1,1,2,2-Tetrachloroethane			NA	ND	NA	NA	ND	ND	NA
Tetrachloroethene			NA	ND	NA	NA	ND	ND	NA
Toluene			NA	61.9	NA	NA	77.1	2.2	NA
1,1,1-Trichloroethane			NA	ND	NA	NA	ND	ND	NA
1,1,2-Trichloroethane			NA	ND	NA	NA	ND	ND	NA
Trichloroethene			NA	ND	NA	NA	ND	ND	NA
Vinyl Chloride			NA	ND	NA	NA	ND	ND	NA

Table 3
Summary of Waste Classification Analyses of Soil
North Yard Pre-Design Investigation
Former BICC Cables Site
Yonkers, New York

Soil Sample ID:			SB-50B-WC	SB-69-WC	SB-70-WC	SB-61A1-WC	TP-A	TP-B	TP-F
Date of Collection:			7/5/2007	7/3/2007	7/3/2007	7/3/2007	8/3/2007	8/3/2007	8/3/2007
Date of PCB Analysis:			7/12/2008	7/12/2007	7/11/2007	7/12/2007	8/20/2007	8/20/2007	8/28/2007
Xylene (total)			NA	75.3	NA	NA	2940	5.4	NA
ABN TCLP Leachate:	mg/l								
2-Methylphenol		200	NA	ND	NA	NA	0.0358	ND	NA
3&4-Methylphenol		200	NA	ND	NA	NA	2.58	ND	NA
Pentachlorophenol		100	NA	ND	NA	NA	ND	ND	NA
2,4,5-Trichlorophenol		400	NA	ND	NA	NA	ND	ND	NA
2,4,6-Trichlorophenol		2.0	NA	ND	NA	NA	ND	ND	NA
1,4-Dichlorobenzene		7.5	NA	ND	NA	NA	ND	ND	NA
2,4-Dinitrotoluene		0.13	NA	ND	NA	NA	ND	ND	NA
Hexachlorobenzene		0.13	NA	ND	NA	NA	ND	ND	NA
Hexachlorobutadiene		0.5	NA	ND	NA	NA	ND	ND	NA
Hexachloroethane		3.0	NA	ND	NA	NA	ND	ND	NA
Nitrobenzene		2.0	NA	ND	NA	NA	ND	ND	NA
Pyridine		5.0	NA	ND	NA	NA	ND	ND	NA
ABN TCL:	ug/kg								
2-Chlorophenol			NA	ND	NA	NA	ND	ND	NA
4-Chloro-3-methyl phenol			NA	ND	NA	NA	ND	ND	NA
2,4-Dichlorophenol			NA	ND	NA	NA	ND	ND	NA
2,4-Dimethylphenol			NA	ND	NA	NA	ND	ND	NA
2,4-Dinitrophenol			NA	ND	NA	NA	ND	ND	NA
4,6-Dinitro-o-cresol			NA	ND	NA	NA	ND	ND	NA
2-Methylphenol			NA	ND	NA	NA	ND	ND	NA
3&4-Methylphenol			NA	ND	NA	NA	ND	ND	NA
2-Nitrophenol			NA	ND	NA	NA	ND	ND	NA
4-Nitrophenol			NA	ND	NA	NA	ND	ND	NA
Pentachlorophenol			NA	ND	NA	NA	ND	ND	NA
Phenol			NA	ND	NA	NA	ND	ND	NA
2,4,5-Trichlorophenol			NA	ND	NA	NA	ND	ND	NA
2,4,6-Trichlorophenol			NA	ND	NA	NA	ND	ND	NA
Acenaphthene			NA	39000	NA	NA	ND	ND	NA
Acenaphthylene			NA	2290	NA	NA	ND	ND	NA
Anthracene			NA	71600	NA	NA	71700	138	NA
Benzo(a)anthracene			NA	96100	NA	NA	50800	452	NA
Benzo(a)pyrene			NA	82800	NA	NA	31300	665	NA
Benzo(b)fluoranthene			NA	72900	NA	NA	30000	620	NA
Benzo(g,h,I)perylene			NA	28000	NA	NA	12500	1020	NA
Benzo(k)fluoranthene			NA	22700	NA	NA	20100	313	NA
4-Bromophenyl phenyl ether			NA	ND	NA	NA	ND	ND	NA
Butyl benzyl phthalate			NA	ND	NA	NA	ND	ND	NA
2-Chloronaphthalene			NA	ND	NA	NA	18600	ND	NA
4-Chloroaniline			NA	ND	NA	NA	ND	ND	NA
Carbazole			NA	45800	NA	NA	60500	ND	NA
Chrysene			NA	83000	NA	NA	39700	1380	NA
bis(2-Chloroethoxy)methane			NA	ND	NA	NA	ND	ND	NA
bis(2-Chloroethyl)ether			NA	ND	NA	NA	ND	ND	NA
4-Chlorophenyl phenyl either			NA	ND	NA	NA	ND	ND	NA
1,2-Dichlorobenzene			NA	ND	NA	NA	ND	ND	NA
1,3-Dichlorobenzene			NA	ND	NA	NA	ND	ND	NA
1,4-Dichlorobenzene			NA	ND	NA	NA	ND	ND	NA
2,4-Dinitrotoluene			NA	ND	NA	NA	ND	ND	NA
2,6-Dinitrotoluene			NA	ND	NA	NA	ND	ND	NA
3,3'-Dichlorobenzidine			NA	ND	NA	NA	ND	ND	NA
Dibenzo(a,h)anthracene			NA	13000	NA	NA	5140	ND	NA
Dibenzofuran			NA	42200	NA	NA	89500	ND	NA
Di-n-butyl phthalate			NA	ND	NA	NA	ND	ND	NA
Di-n-octyl phthalate			NA	ND	NA	NA	ND	ND	NA
Diethyl phthalate			NA	ND	NA	NA	ND	ND	NA
Dimethyl phthalate			NA	ND	NA	NA	ND	ND	NA

Table 3
Summary of Waste Classification Analyses of Soil
North Yard Pre-Design Investigation
Former BICC Cables Site
Yonkers, New York

Soil Sample ID:			SB-50B-WC	SB-69-WC	SB-70-WC	SB-61A1-WC	TP-A	TP-B	TP-F
Date of Collection:			7/5/2007	7/3/2007	7/3/2007	7/3/2007	8/3/2007	8/3/2007	8/3/2007
Date of PCB Analysis:			7/12/2008	7/12/2007	7/11/2007	7/12/2007	8/20/2007	8/20/2007	8/28/2007
bis(2-Ethylhexyl)phthalate			NA	584000	NA	NA	182000	491000	NA
Fluoranthene	ug/kg		NA	276000	NA	NA	164000	672	NA
Flourene			NA	63300	NA	NA	112000	ND	NA
Hexachlorobenzene			NA	ND	NA	NA	ND	ND	NA
Hexachlorobutadiene			NA	ND	NA	NA	ND	ND	NA
Hexachlorocyclopentadiene			NA	ND	NA	NA	ND	ND	NA
Hexachloroethane			NA	ND	NA	NA	ND	ND	NA
Indeno(1,2,3-cd)pyrene			NA	26500	NA	NA	12000	455	NA
Isophorone			NA	ND	NA	NA	ND	ND	NA
2-Methylnaphthalene			NA	30900	NA	NA	66300	ND	NA
2-Nitroaniline			NA	ND	NA	NA	ND	ND	NA
3-Nitroaniline			NA	ND	NA	NA	ND	ND	NA
4-Nitroaniline			NA	ND	NA	NA	ND	ND	NA
Naphthalene			NA	128000	NA	NA	17900	ND	NA
Nitrobenzene			NA	ND	NA	NA	ND	ND	NA
N-Nitroso-di-n-propylamine			NA	ND	NA	NA	ND	ND	NA
N-Nitrosodiphenylamine			NA	ND	NA	NA	ND	ND	NA
Phenanthrene			NA	334000	NA	NA	339000	520	NA
Pyrene			NA	186000	NA	NA	142000	725	NA
1,2,4-Trichlorobenzene			NA	ND	NA	NA	ND	ND	NA
Herbicides (TCLP):	mg/l								
2,4-D			NA	ND	NA	NA	ND	ND	NA
2,4,5-TP (Silvex)			NA	ND	NA	NA	ND	ND	NA
Herbicides (TCL):	ug/kg								
2,4-D			NA	ND	NA	NA	ND	ND	NA
2,4,5-TP (Silvex)			NA	ND	NA	NA	ND	ND	NA
2,4,5-T			NA	ND	NA	NA	ND	ND	NA
Pesticides (TCLP:	mg/l								
gamma-BHC (Lindane)			NA	ND	NA	NA	ND	ND	NA
Chlordane			NA	ND	NA	NA	ND	ND	NA
Endrin			NA	ND	NA	NA	ND	ND	NA
Heptachlor			NA	ND	NA	NA	ND	ND	NA
Heptachlor epoxide			NA	ND	NA	NA	ND	ND	NA
Methoxychlor			NA	ND	NA	NA	ND	ND	NA
Toxaphene			NA	ND	NA	NA	ND	ND	NA
Pesticides:	ug/kg								
gamma-BHC (Lindane)			NA	ND	NA	NA	ND	ND	NA
Chlordane			NA	ND	NA	NA	ND	ND	NA
Endrin			NA	ND	NA	NA	ND	ND	NA
Heptachlor			NA	ND	NA	NA	ND	ND	NA
Heptachlor epoxide			NA	ND	NA	NA	ND	ND	NA
Methoxychlor			NA	ND	NA	NA	ND	ND	NA
Toxaphene			NA	ND	NA	NA	ND	ND	NA
Aldrin			NA	ND	NA	NA	ND	ND	NA
alpha-BHC			NA	ND	NA	NA	ND	ND	NA
beta-BHC			NA	ND	NA	NA	ND	ND	NA
delta-BHC			NA	ND	NA	NA	ND	ND	NA
gamma-BHC (Lindane)			NA	ND	NA	NA	ND	ND	NA
alpha-Chlordane			NA	ND	NA	NA	ND	ND	NA
gamma-Chlordane			NA	ND	NA	NA	ND	ND	NA
Dieldrin			NA	ND	NA	NA	ND	ND	NA
4,4'-DDD			NA	ND	NA	NA	ND	ND	NA
4,4'-DDE			NA	ND	NA	NA	ND	ND	NA
4,4'-DDT			NA	ND	NA	NA	ND	ND	NA
Endrin			NA	ND	NA	NA	ND	ND	NA
Endosulfan-I			NA	ND	NA	NA	ND	ND	NA
Endosulfan-II			NA	ND	NA	NA	ND	ND	NA
Heptachlor			NA	ND	NA	NA	ND	ND	NA
Heptachlor epoxide			NA	ND	NA	NA	ND	ND	NA
Methoxychlor			NA	ND	NA	NA	ND	ND	NA
Endrin Ketone			NA	ND	NA	NA	ND	ND	NA

SAMPLE ID:	SB-49C
COLLECTION DATE:	7/2/07
DEPTH (ft.):	4.0
Total PCBs	0.194

SAMPLE ID:	SB-63
COLLECTION DATE:	6/13/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	206

SAMPLE ID:	SB-39A
COLLECTION DATE:	6/29/01
DEPTH (ft.):	4.0
Total PCBs	0.0466
Lead	111 J

SAMPLE ID:	SB-39
COLLECTION DATE:	6/06/01
DEPTH (ft.):	4.0
Total PCBs	0

NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-50C
COLLECTION DATE:	7/5/07
DEPTH (ft.):	4.0
Total PCBs	168.5

SAMPLE ID:	SB-50D
COLLECTION DATE:	7/5/07
DEPTH (ft.):	4.0
Total PCBs	1.06

SAMPLE ID:	SB-40
COLLECTION DATE:	6/07/01
DEPTH (ft.):	0.5
Total PCBs	0.151
Lead	45.3 J

SAMPLE ID:	SB-62
COLLECTION DATE:	6/13/01
DEPTH (ft.):	4.0
Total PCBs	0.125
Lead	122

SAMPLE ID:	SB-50E
COLLECTION DATE:	7/31/07
DEPTH (ft.):	4.0
Total PCBs	7.24

NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
1 (S) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-70C
COLLECTION DATE:	7/2/07
DEPTH (ft.):	4.0
Total PCBs	106

SAMPLE ID:	SB-61A1-4
COLLECTION DATE:	7/31/07
DEPTH (ft.):	4.0
Total PCBs	0.067

SAMPLE ID:	SB-50
COLLECTION DATE:	6/11/01
DEPTH (ft.):	4.0
Total PCBs	878
Lead	10,100 J

SAMPLE ID:	SB-61
COLLECTION DATE:	6/13/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	610

SAMPLE ID:	SB-61A2
COLLECTION DATE:	7/31/07
DEPTH (ft.):	4.0
Total PCBs	0.12

SAMPLE ID:	SB-71E
COLLECTION DATE:	7/31/07
DEPTH (ft.):	4.0
Total PCBs	2.71

NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-58
COLLECTION DATE:	6/12/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	175 J

SAMPLE ID:	SB-01
COLLECTION DATE:	10/27/97
DEPTH (ft.):	3.0
Total PCBs	1.1
Lead	61.4

SAMPLE ID:	SB-59
COLLECTION DATE:	6/12/01
DEPTH (ft.):	4.0
Total PCBs	4.38
Lead	1,360 J

SAMPLE ID:	SB-71D
COLLECTION DATE:	7/31/07
DEPTH (ft.):	4.0
Total PCBs	5.29

NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-71B
COLLECTION DATE:	7/3/07
DEPTH (ft.):	4.0
Total PCBs	0.925

SAMPLE ID:	SB-70B
COLLECTION DATE:	7/2/07
DEPTH (ft.):	4.0–4.5
Total PCBs	43.4

SAMPLE ID:	SB-79C
COLLECTION DATE:	7/31/07
DEPTH (ft.):	4.0–4.5
Total PCBs	79.2

SAMPLE ID:	SB-70A
COLLECTION DATE:	7/2/07
DEPTH (ft.):	4.0–4.5
Total PCBs	0.159

NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-79
COLLECTION DATE:	1/09/02
DEPTH (ft.):	4.0
Total PCBs	389
VOCs	
Methylene Chloride	0.107
Lead	1,800

SAMPLE ID:	SB-69D
COLLECTION DATE:	7/3/07
DEPTH (ft.):	4.0
Total PCBs	9.66

SAMPLE ID:	SB-79A
COLLECTION DATE:	7/2/07
DEPTH (ft.):	4.0
Total PCBs	149

NYSDEC RSCO'S
10 (SS)
0.1 500
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-38
COLLECTION DATE:	6/06/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	569 J

SAMPLE ID:	SB-35
COLLECTION DATE:	6/06/01
DEPTH (ft.):	3.0
Total PCBs	0.326
Lead	7,670

SAMPLE ID:	SB-36
COLLECTION DATE:	6/06/01
DEPTH (ft.):	3.0
Total PCBs	1.42
Lead	901 J

NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500

SAMPLE ID:	SB-34
COLLECTION DATE:	6/06/01
DEPTH (ft.):	3.0
Total PCBs	0.034
Lead	1,550

SAMPLE ID:	SB-7A
COLLECTION DATE:	4/15/98
DEPTH (ft.):	3.0
Total PCBs	0.05

SAMPLE ID:	SB-33
COLLECTION DATE:	6/05/01
DEPTH (ft.):	3.0
Total PCBs	3.42
Lead	1,230

NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS) 500

SAMPLE ID:	SB-49
COLLECTION DATE:	6/08/01
DEPTH (ft.):	4.0
Total PCBs	27.1
Lead	1,160

SAMPLE ID:	SB-07
COLLECTION DATE:	10/29/97
DEPTH (ft.):	3.0
Total PCBs	12
Lead	559

SAMPLE ID:	SB-7B
COLLECTION DATE:	7/2/07
DEPTH (ft.):	4.0
Total PCBs	6.33

SAMPLE ID:	SB-06A
COLLECTION DATE:	7/2/07
DEPTH (ft.):	4.0
Total PCBs	37.4

SAMPLE ID:	SB-06B
COLLECTION DATE:	7/5/07
DEPTH (ft.):	4.0
Total PCBs	0.29

SAMPLE ID:	SB-49B
COLLECTION DATE:	7/2/07
DEPTH (ft.):	4.0
Total PCBs	114

SAMPLE ID:	SB-06C-4
COLLECTION DATE:	8/1/07
DEPTH (ft.):	4.0
Total PCBs	0

NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-47
COLLECTION DATE:	6/08/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	10,000 J

SAMPLE ID:	SB-03
COLLECTION DATE:	10/28/97
DEPTH (ft.):	3.0
Total PCBs	0
Lead	391

SAMPLE ID:	SB-46
COLLECTION DATE:	6/08/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	164 J

SAMPLE ID:	SB-05
COLLECTION DATE:	10/28/97
DEPTH (ft.):	3.0
Total PCBs	1
Lead	14,800

NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500

SAMPLE ID:	SB-68–0.5
COLLECTION DATE:	7/5/07
DEPTH (ft.):	0.0–0.5
Total PCBs	5.43

SAMPLE ID:	SB-68–2
COLLECTION DATE:	7/31/07
DEPTH (ft.):	2.0–2.5
Total PCBs	11.2

SAMPLE ID:	SB-68C–1
COLLECTION DATE:	8/1/07
DEPTH (ft.):	0.5–1.0
Total PCBs	0

SAMPLE ID:	SB-68
COLLECTION DATE:	6/11/01
DEPTH (ft.):	0.5
Total PCBs	2.78
Lead	4,080 J

NYSDEC RSCO'S
1 (S)
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
1 (S)
NYSDEC RSCO'S
1 (S) 500

SAMPLE ID:	SB-68A–0.5
COLLECTION DATE:	7/5/07
DEPTH (ft.):	0.0–0.5
Total PCBs	43.7

SAMPLE ID:	SB-68A–2
COLLECTION DATE:	8/1/07
DEPTH (ft.):	1.5–2.0
Total PCBs	0

SAMPLE ID:	SB-68B–0.7
COLLECTION DATE:	7/5/07
DEPTH (ft.):	1.5–2.0
Total PCBs	3.12

SAMPLE ID:	SB-68E–4
COLLECTION DATE:	8/1/07
DEPTH (ft.):	4.0
Total PCBs	0.184

SAMPLE ID:	SB-51C
COLLECTION DATE:	7/5/07
DEPTH (ft.):	4.0
Total PCBs	742

SAMPLE ID:	SB-68D
COLLECTION DATE:	–
DEPTH (ft.):	0.0–0.5
Total PCBs	5.36

NYSDEC RSCO'S
1 (S)
NYSDEC RSCO'S
1 (S)
NYSDEC RSCO'S
1 (S)
NYSDEC RSCO'S
1 (S)
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
1 (S)

SAMPLE ID:	SB-48
COLLECTION DATE:	6/08/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	8.2

SAMPLE ID:	SB-51
COLLECTION DATE:	6/11/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	11.5 J

SAMPLE ID:	SB-51A
COLLECTION DATE:	7/2/07
DEPTH (ft.):	4.0
Total PCBs	348

SAMPLE ID:	SB-51B
COLLECTION DATE:	7/5/07
DEPTH (ft.):	4.0
Total PCBs	1.3

NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-54
COLLECTION DATE:	6/12/01
DEPTH (ft.):	4.0
Total PCBs	2,130
Lead	3,580 J

SAMPLE ID:	SB-53
COLLECTION DATE:	6/11/01
DEPTH (ft.):	0.5
Total PCBs	15.8
Lead	476 J

SAMPLE ID:	SB-52
COLLECTION DATE:	6/11/01
DEPTH (ft.):	0.5
Total PCBs	10.9
Lead	1,120 J

NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
1 (S) 500
NYSDEC RSCO'S
1 (S) 500

SAMPLE ID:	SB-55
COLLECTION DATE:	6/11/01
DEPTH (ft.):	0.5
Total PCBs	0
Lead	7,040 J

SAMPLE ID:	SB-56
COLLECTION DATE:	6/12/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	10,200 J

SAMPLE ID:	SB-56A-4
COLLECTION DATE:	7/3/07
DEPTH (ft.):	4.0
Total PCBs	0.132

SAMPLE ID:	SB-80A
COLLECTION DATE:	7/5/07
DEPTH (ft.):	4.0
Total PCBs	0.197

NYSDEC RSCO'S
1 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-02
COLLECTION DATE:	10/27/97
DEPTH (ft.):	2.5
Lead	531

SAMPLE ID:	SB-02A
COLLECTION DATE:	4/15/98
DEPTH (ft.):	2.5
Total PCBs	780

SAMPLE ID:	SB-70
COLLECTION DATE:	6/28/01
DEPTH (ft.):	4.0
Total PCBs	3,510
Lead	41,900

SAMPLE ID:	SB-69B
COLLECTION DATE:	7/3/07
DEPTH (ft.):	4.0
Total PCBs	75,000

SAMPLE ID:	SB-57
COLLECTION DATE:	6/12/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	9,970 J

NYSDEC RSCO'S
NYSDEC RSCO'S
500
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS) 500

SAMPLE ID:	SB-69
COLLECTION DATE:	6/27/01
DEPTH (ft.):	4.0
Total PCBs	222
Lead	6,080

SAMPLE ID:	SB-65
COLLECTION DATE:	6/13/01
DEPTH (ft.):	4.0
Total PCBs	97,600
Lead	8,230

SAMPLE ID:	SB-67
COLLECTION DATE:	6/14/01
DEPTH (ft.):	4.0
Total PCBs	0
Lead	1,820

SAMPLE ID:	SB-66
COLLECTION DATE:	6/14/01
DEPTH (ft.):	4.0
Total PCBs	2,660
VOCs	
Ethylbenzene	8.55
Toluene	36.7
Xylene (Total)	84
Lead	2,640

SAMPLE ID:	SB-66B
COLLECTION DATE:	7/3/07
DEPTH (ft.):	4.0
Total PCBs	2,340

NYSDEC RSCO'S
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)

SAMPLE ID:	SB-80
COLLECTION DATE:	1/09/02
DEPTH (ft.):	4.0
Total PCBs	22.9
Lead	502

SAMPLE ID:	SB-12
COLLECTION DATE:	11/06/97
DEPTH (ft.):	3.0
Total PCBs	––
Lead	10,600

SAMPLE ID:	SB-12A
COLLECTION DATE:	4/15/98
DEPTH (ft.):	3.0
Total PCBs	550

SAMPLE ID:	SB-12
COLLECTION DATE:	11/6/97
DEPTH (ft.):	3.0
Lead	10,600

SAMPLE ID:	SB-73
COLLECTION DATE:	6/29/01
DEPTH (ft.):	4.0
Total PCBs	10.8
Lead	290 J

SAMPLE ID:	SB-72
COLLECTION DATE:	6/29/01
DEPTH (ft.):	4.0
Total PCBs	28
Lead	323 J

NYSDEC RSCO'S
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS)
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500
NYSDEC RSCO'S
10 (SS) 500

LEGEND

SUBSURFACE SAMPLES

- PCB < 10 mg/kg
- 10 mg/kg < PCB < 50 mg/kg
- 50 mg/kg < PCB < 500 mg/kg
- 500 mg/kg < PCB < 5,000 mg/kg
- PCB > 5,000 mg/kg
- WASTE CLASSIFICATION SAMPLE LOCATION
- MONITORING WELL LOCATION
- TEST PIT 2007 (FROM SURVEY)

ESTIMATED EXTENT OF PCB AND VOC IMPACTED SOIL/FILL – NORTH YARD

- LIMITS OF EXCAVATION
- SHEETING BOUNDARY
- LEAD TCLP > 5 ppm (mg/L); 10 ppm < PCB < 50 ppm (mg/kg)
- 10 ppm < PCB < 50 ppm (mg/kg)
- PCB > 50 ppm (mg/kg); LEAD TCLP > 5 ppm (mg/L)
- PCB > 50 ppm (mg/kg)

NOTES:

1. ONLY VOCs IN EXCEEDENCE OF NYSDEC RSCO STANDARDS ARE SHOWN.
2. S = SURFACE SOIL (<2 FEET BELOW GRADE)
   SS = SUBSURFACE SOIL (≥2 FEET BELOW GRADE)
3. LIMITS SHOWN DEPICTING ESTIMATED EXTENT OF PCB AND/OR VOC IMPACTED SOIL/FILL ARE BASED ON FIGURES 4, 5 AND 6 OF THE NORTH YARD PRE–DESIGN REPORT (NOV. 2007)
4. NON–HAZARDOUS SAMPLES WILL BE ANALYZED FOR TPH, PCBs, FULL TCLP, IGNITABILITY, COROSIVITY, AND REACTIVITY (CN AND S). ALL OTHER SAMPLES WILL BE ANALYZED FOR TCLP LEAD.
5. – = NO PCB COMPOSITE ANALYSIS. CLASSIFICATION BASED ON PREVIOUS DISCRETE SAMPLING

SAMPLE ID:	Grid B1	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	3.4	5

SAMPLE ID:	Grid C1	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	11.1	5

SAMPLE ID:	Grid C2	RSCO'S
Total PCBs	11.3	10 (SS)
TCLP Lead	8.2	5

SAMPLE ID:	Grid C3	RSCO'S
Total PCBs	52.4	10 (SS)
TCLP Lead	0.53	5

SAMPLE ID:	Grid D1	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	2.9	5

SAMPLE ID:	Grid D2	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	5.3	5

SAMPLE ID:	Grid D3	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	237	5

SAMPLE ID:	Grid D4	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	0.67	5

SAMPLE ID:	Grid E2	RSCO'S
Total PCBs	235	10 (SS)
TCLP Lead	8.2	5

SAMPLE ID:	Grid E3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	66.2	5

SAMPLE ID:	Grid E4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	10.2	5

SAMPLE ID:	Grid F1	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	31.5	5

SAMPLE ID:	Grid F2	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	21.1	5

SAMPLE ID:	Grid F3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	34.5	5

SAMPLE ID:	Grid F4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	<0.5	5

SAMPLE ID:	Grid F5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	6.9	5

SAMPLE ID:	Grid G1	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	86.1	5

SAMPLE ID:	Grid G2	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	1.8	5

SAMPLE ID:	Grid G3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	5.3	5

SAMPLE ID:	Grid G4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	1.8	5

SAMPLE ID:	Grid G5	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	20	5

SAMPLE ID:	Grid H1	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	18.9	5

SAMPLE ID:	Grid H2	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	34.5	5

SAMPLE ID:	Grid H3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	4.3	5

SAMPLE ID:	Grid H4	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	<0.5	5

SAMPLE ID:	Grid H5	RSCO'S
Total PCBs	2.89	10 (SS)
TCLP Lead	20	5

SAMPLE ID:	Grid I2	RSCO'S
Total PCBs	272	10 (SS)
TCLP Lead	13.7	5

SAMPLE ID:	Grid I5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	<0.5	5

SAMPLE ID:	Grid J2	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	<0.5	5

SAMPLE ID:	Grid J4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	<0.5	5

SAMPLE ID:	Grid J5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	6.4	5

Figure 10
North Yard Waste Characterization
Targeted Excavation Plan
0'-4' Below Grade
Former BICC Cables Site
Yonkers, New York

0 30 (IN FEET)

H2MGROUP ENGINEERS • ARCHITECTS • PLANNERS • SCIENTISTS • SURVEYORS
MELVILLE, N.Y. PARSIPPANY, N.J.

I:\BICC\0601\Work Yard\Report_00\Figure 10_R00.dwg Last Modified: Aug 21, 2008 – 9:54am Plotted on: Aug 21, 2008 – 10:11am By: ci

SAMPLE ID:	SB-39	NYSDEC
COLLECTION DATE:	6/07/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0.144	10 (SS)
Lead	141 J	500
SAMPLE ID:	SB-62	NYSDEC
COLLECTION DATE:	6/13/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	1,240	500
SAMPLE ID:	SB-63	NYSDEC
COLLECTION DATE:	6/13/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	1,050	500
SAMPLE ID:	SB-35	NYSDEC
COLLECTION DATE:	6/06/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0.0335	10 (SS)
Lead	7,990	500
SAMPLE ID:	SB-36	NYSDEC
COLLECTION DATE:	6/06/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	6,100 J	500
SAMPLE ID:	SB-38	NYSDEC
COLLECTION DATE:	6/06/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	25.1 J	500

SAMPLE ID:	SB-34	NYSDEC
COLLECTION DATE:	6/06/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0.223	10 (SS)
Lead	1,300	500
SAMPLE ID:	SB-33	NYSDEC
COLLECTION DATE:	6/05/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	1,010	500
SAMPLE ID:	SB-49	NYSDEC
COLLECTION DATE:	6/08/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	1,810	500
SAMPLE ID:	SB-49C	NYSDEC
COLLECTION DATE:	10/11/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	1.31	10 (SS)
SAMPLE ID:	SB-50F	NYSDEC
COLLECTION DATE:	10/11/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	33.13	10 (SS)

SAMPLE ID:	SB-47	NYSDEC
COLLECTION DATE:	6/08/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	554 J	500
SAMPLE ID:	SB-46	NYSDEC
COLLECTION DATE:	6/08/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	105 J	500
SAMPLE ID:	SB-68	NYSDEC
COLLECTION DATE:	6/14/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	3.23	10 (SS)
Lead	90.4 J	500

SAMPLE ID:	SB-50C	NYSDEC
COLLECTION DATE:	7/5/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	9.5	10 (SS)
SAMPLE ID:	SB-70C	NYSDEC
COLLECTION DATE:	7/2/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	69.9	10 (SS)
SAMPLE ID:	SB-50	NYSDEC
COLLECTION DATE:	6/11/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	80.1	10 (SS)
Lead	31,200 J	500
SAMPLE ID:	SB-61	NYSDEC
COLLECTION DATE:	6/13/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	268	500

SAMPLE ID:	SB-62A	NYSDEC
COLLECTION DATE:	10/11/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	11.06	10 (SS)
SAMPLE ID:	SB-40	NYSDEC
COLLECTION DATE:	6/07/01	RSCO'S
DEPTH (ft.):	7.5	
Total PCBs	0.0466	10 (SS)
Lead	192 J	500
SAMPLE ID:	SB-40A	NYSDEC
COLLECTION DATE:	6/29/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0.501	10 (SS)
Lead	117 J	500

SAMPLE ID:	SB-58	NYSDEC
COLLECTION DATE:	6/12/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	515 J	500
SAMPLE ID:	SB-59	NYSDEC
COLLECTION DATE:	6/12/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	61.7 J	500
SAMPLE ID:	SB-60	NYSDEC
COLLECTION DATE:	6/12/01	RSCO'S
DEPTH (ft.):	7.0	
Total PCBs	0	10 (SS)
Lead	604 J	500
SAMPLE ID:	SB-59B	NYSDEC
COLLECTION DATE:	10/11/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)

SAMPLE ID:	SB-79C	NYSDEC
COLLECTION DATE:	7/31/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	177	10 (SS)
SAMPLE ID:	SB-70A	NYSDEC
COLLECTION DATE:	7/2/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	1,320	10 (SS)
SAMPLE ID:	SB-70D	NYSDEC
COLLECTION DATE:	7/2/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	2,530	10 (SS)
SAMPLE ID:	SB-71B	NYSDEC
COLLECTION DATE:	7/3/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	2.12	10 (SS)
SAMPLE ID:	SB-79A	NYSDEC
COLLECTION DATE:	7/2/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	9.731	10 (SS)

SAMPLE ID:	SB-71	NYSDEC
COLLECTION DATE:	6/28/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	89.7	10 (SS)
Lead	3,650	500
SAMPLE ID:	SB-71A	NYSDEC
COLLECTION DATE:	1/09/02	RSCO'S
DEPTH (ft.):	8.0	
Lead	10,400	500
SAMPLE ID:	SB-79	NYSDEC
COLLECTION DATE:	1/09/02	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	38.4	10 (SS)
Lead	1,230	500
SAMPLE ID:	SB-69B	NYSDEC
COLLECTION DATE:	7/3/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	17.4	10 (SS)
SAMPLE ID:	SB-69C	NYSDEC
COLLECTION DATE:	7/3/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	4.7	10 (SS)
SAMPLE ID:	SB-69D	NYSDEC
COLLECTION DATE:	7/3/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	534	10 (SS)

SAMPLE ID:	SB-70	NYSDEC
COLLECTION DATE:	6/28/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	2,060	10 (SS)
Lead	11,500	500
SAMPLE ID:	SB-02	NYSDEC
COLLECTION DATE:	10/27/97	RSCO'S
DEPTH (ft.):	6.5	
Total PCBs	310	10 (SS)
SAMPLE ID:	SB-64	NYSDEC
COLLECTION DATE:	6/13/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	6,250	500
SAMPLE ID:	SB-57	NYSDEC
COLLECTION DATE:	6/12/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	7,690	500

SAMPLE ID:	SB-65	NYSDEC
COLLECTION DATE:	6/13/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	4,590	10 (SS)
Lead	3,570	500
SAMPLE ID:	SB-66	NYSDEC
COLLECTION DATE:	6/14/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	1,590	10 (SS)
Lead	10,600	500
SAMPLE ID:	SB-69	NYSDEC
COLLECTION DATE:	6/27/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	725	10 (SS)
Lead	3,030	500

SAMPLE ID:	SB-48	NYSDEC
COLLECTION DATE:	6/08/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	66.1	500
SAMPLE ID:	SB-49A	NYSDEC
COLLECTION DATE:	7/3/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	103	10 (SS)
SAMPLE ID:	SB-51C	NYSDEC
COLLECTION DATE:	7/5/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	33,100	10 (SS)
SAMPLE ID:	SB-68E	NYSDEC
COLLECTION DATE:	6/10/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0.184	10 (SS)

SAMPLE ID:	SB-52	NYSDEC
COLLECTION DATE:	6/11/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	558 J	500
SAMPLE ID:	SB-51A	NYSDEC
COLLECTION DATE:	7/2/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	32,300	10 (SS)
SAMPLE ID:	SB-51B	NYSDEC
COLLECTION DATE:	7/5/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	19.9	10 (SS)
SAMPLE ID:	SB-54B	NYSDEC
COLLECTION DATE:	7/5/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	16.4	10 (SS)
SAMPLE ID:	SB-54C	NYSDEC
COLLECTION DATE:	10/11/07	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)

SAMPLE ID:	SB-53	NYSDEC
COLLECTION DATE:	6/11/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	3.48	10 (SS)
Lead	412 J	500
SAMPLE ID:	SB-54	NYSDEC
COLLECTION DATE:	6/12/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	2,400 J	500
SAMPLE ID:	SB-55	NYSDEC
COLLECTION DATE:	6/11/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	804 J	500
SAMPLE ID:	SB-56	NYSDEC
COLLECTION DATE:	6/12/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	598 J	500

SAMPLE ID:	SB-72	NYSDEC
COLLECTION DATE:	6/29/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	1.27	10 (SS)
Lead	122 J	500
SAMPLE ID:	SB-73	NYSDEC
COLLECTION DATE:	6/29/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	1.84	10 (SS)
Lead	314 J	500
SAMPLE ID:	SB-67	NYSDEC
COLLECTION DATE:	6/14/01	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	0	10 (SS)
Lead	863 J	500
SAMPLE ID:	SB-80	NYSDEC
COLLECTION DATE:	1/09/02	RSCO'S
DEPTH (ft.):	8.0	
Total PCBs	5.68	10 (SS)
Lead	112	500

LEGEND

SUBSURFACE SAMPLES

- PCB < 10 mg/kg
- 10 mg/kg < PCB < 50 mg/kg
- 50 mg/kg < PCB < 500 mg/kg
- 500 mg/kg < PCB < 5,000 mg/kg
- PCB > 5,000 mg/kg
- WASTE CLASSIFICATION SAMPLE LOCATION
- MONITORING WELL LOCATION
- TEST PIT 2007 (FROM SURVEY)

ESTIMATED EXTENT OF PCB AND VOC IMPACTED SOIL/FILL – NORTH YARD

- LIMITS OF EXCAVATION
- SHEETING BOUNDARY
- LEAD TCLP > 5 ppm (mg/L); 10 ppm < PCB < 50 ppm (mg/kg)
- 10 ppm < PCB < 50 ppm (mg/kg)
- PCB > 50 ppm (mg/kg); LEAD TCLP > 5 ppm (mg/L)
- PCB > 50 ppm (mg/kg)

NOTES:

1. ONLY VOCs IN EXCEEDENCE OF NYSDEC RSCO STANDARDS ARE SHOWN.
2. S = SURFACE SOIL (<2 FEET BELOW GRADE)
   SS = SUBSURFACE SOIL (≥2 FEET BELOW GRADE)
3. LIMITS SHOWN DEPICTING ESTIMATED EXTENT OF PCB AND/OR VOC IMPACTED SOIL/FILL ARE BASED ON FIGURES 4, 5 AND 6 OF THE NORTH YARD PRE-DESIGN REPORT (NOV. 2007)
4. NON-HAZARDOUS SAMPLES WILL BE ANALYZED FOR TPH, PCBs, FULL TCLP, IGNITABILITY, COROSIVITY, AND REACTIVITY (CN AND S). ALL OTHER SAMPLES WILL BE ANALYZED FOR TCLP LEAD.
5. – = NO PCB COMPOSITE ANALYSIS. CLASSIFICATION BASED ON PREVIOUS DISCRETE SAMPLING

SAMPLE ID:	Grid D1	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	28.9	5
SAMPLE ID:	Grid D2	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	6.1	5
SAMPLE ID:	Grid D3	RSCO'S
Total PCBs	22.85	10 (SS)
TCLP Lead	11.5	5
SAMPLE ID:	Grid D4	RSCO'S
Total PCBs	80.69	10 (SS)
TCLP Lead	53.2	5
SAMPLE ID:	Grid E2	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	16.6	5
SAMPLE ID:	Grid E3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	6.7	5
SAMPLE ID:	Grid E4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	2.7	5
SAMPLE ID:	Grid F2	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	6.9	5
SAMPLE ID:	Grid F3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	4.3	5
SAMPLE ID:	Grid F4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	<0.5	5
SAMPLE ID:	Grid F5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	9.7	5

SAMPLE ID:	Grid G2	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	<0.5	5
SAMPLE ID:	Grid G3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	21.1	5
SAMPLE ID:	Grid G4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	<0.5	5
SAMPLE ID:	Grid G5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	2.2	5
SAMPLE ID:	Grid H3	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	<0.5	5
SAMPLE ID:	Grid H4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	7.1	5
SAMPLE ID:	Grid H5	RSCO'S
Total PCBs	1.41	10 (SS)
TCLP Lead	2.2	5
SAMPLE ID:	Grid I5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	<0.5	5
SAMPLE ID:	Grid J4	RSCO'S
Total PCBs	177.5	10 (SS)
TCLP Lead	7.1	5
SAMPLE ID:	Grid J5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	8.8	5

Figure 11
North Yard Waste Characterization
Targeted Excavation Plan
4'-8' Below Grade
Former BICC Cables Site
Yonkers, New York

0 30
(IN FEET)

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MELVILLE, N.Y. PARSIPPANY, N.J.

SAMPLE ID:	SB-40A	NYSDEC RSCO'S
COLLECTION DATE:	6/29/01	
DEPTH (ft.):	12.0	
Total PCBs	0.161	10 (SS)
Lead	102 J	500
SAMPLE ID:	SB-40	NYSDEC RSCO'S
COLLECTION DATE:	6/07/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	73.4 J	500
SAMPLE ID:	SB-62	NYSDEC RSCO'S
COLLECTION DATE:	6/13/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
VOCs		
Acetone	.233	.2
Lead	5370	500
SAMPLE ID:	SB-50E	NYSDEC RSCO'S
COLLECTION DATE:	7/31/07	
DEPTH (ft.):	12.0	
Total PCBs	88.2	10 (SS)

SAMPLE ID:	SB-50	NYSDEC RSCO'S
COLLECTION DATE:	6/11/01	
DEPTH (ft.):	12.0	
Total PCBs	459	10 (SS)
Lead	633 J	500
SAMPLE ID:	SB-61	NYSDEC RSCO'S
COLLECTION DATE:	6/13/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
VOCs		
Benzene	2.51	.06
Lead	230	500
SAMPLE ID:	SB-61C1	NYSDEC RSCO'S
COLLECTION DATE:	7/2/07	
DEPTH (ft.):	12.0	
Total PCBs	2.35	10 (SS)

SAMPLE ID:	SB-58	NYSDEC RSCO'S
COLLECTION DATE:	6/12/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	229 J	500
SAMPLE ID:	SB-59	NYSDEC RSCO'S
COLLECTION DATE:	6/12/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	1,330 J	500
SAMPLE ID:	SB-59B	NYSDEC RSCO'S
COLLECTION DATE:	10/11/07	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)

SAMPLE ID:	SB-79C	NYSDEC RSCO'S
COLLECTION DATE:	7/31/07	
DEPTH (ft.):	12.0	
Total PCBs	622	10 (SS)
SAMPLE ID:	SB-70A	NYSDEC RSCO'S
COLLECTION DATE:	7/2/07	
DEPTH (ft.):	12.0	
Total PCBs	1,190	10 (SS)

SAMPLE ID:	SB-71	NYSDEC RSCO'S
COLLECTION DATE:	6/28/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	2,180	500
SAMPLE ID:	SB-79A	NYSDEC RSCO'S
COLLECTION DATE:	7/2/07	
DEPTH (ft.):	12.0	
Total PCBs	66.1	10 (SS)

SAMPLE ID:	SB-38	NYSDEC RSCO'S
COLLECTION DATE:	6/06/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	121 J	500
SAMPLE ID:	SB-35	NYSDEC RSCO'S
COLLECTION DATE:	6/06/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	3,800 J	500

SAMPLE ID:	SB-34	NYSDEC RSCO'S
COLLECTION DATE:	6/06/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	594	500
SAMPLE ID:	SB-33	NYSDEC RSCO'S
COLLECTION DATE:	6/05/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	564	500
SAMPLE ID:	SB-50F	NYSDEC RSCO'S
COLLECTION DATE:	10/11/07	
DEPTH (ft.):	12.0	
Total PCBs	64.2	10 (SS)
SAMPLE ID:	SB-49C	NYSDEC RSCO'S
COLLECTION DATE:	10/11/07	
DEPTH (ft.):	12.0	
Total PCBs	0.215	10 (SS)

SAMPLE ID:	SB-06	NYSDEC RSCO'S
COLLECTION DATE:	10/28/97	
DEPTH (ft.):	9.0	
Total PCBs	0	10 (SS)
Lead	2,260	500
SAMPLE ID:	SB-49A	NYSDEC RSCO'S
COLLECTION DATE:	7/3/07	
DEPTH (ft.):	12.0	
Total PCBs	709	10 (SS)

SAMPLE ID:	SB-48	NYSDEC RSCO'S
COLLECTION DATE:	6/08/01	
DEPTH (ft.):	10.0	
Total PCBs	0	10 (SS)
Lead	226	500
SAMPLE ID:	SB-51	NYSDEC RSCO'S
COLLECTION DATE:	6/11/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	52.3 J	500
SAMPLE ID:	SB-48A	NYSDEC RSCO'S
COLLECTION DATE:	6/15/01	
DEPTH (ft.):	13.0	
Total PCBs	0	10 (SS)
Lead	35.8 J	500
SAMPLE ID:	SB-48A	NYSDEC RSCO'S
COLLECTION DATE:	8/10/07	
DEPTH (ft.):	12.0	
Total PCBs	0.085	10 (SS)

SAMPLE ID:	SB-50A	NYSDEC RSCO'S
COLLECTION DATE:	7/3/07	
DEPTH (ft.):	12.0	
Total PCBs	812	10 (SS)
SAMPLE ID:	SB-50B	NYSDEC RSCO'S
COLLECTION DATE:	7/5/07	
DEPTH (ft.):	12.0	
Total PCBs	3,700	10 (SS)
SAMPLE ID:	SB-51A	NYSDEC RSCO'S
COLLECTION DATE:	7/2/07	
DEPTH (ft.):	12.0	
Total PCBs	2,020	10 (SS)
SAMPLE ID:	SB-70C	NYSDEC RSCO'S
COLLECTION DATE:	7/2/07	
DEPTH (ft.):	12.0	
Total PCBs	1.98	10 (SS)
SAMPLE ID:	SB-54C	NYSDEC RSCO'S
COLLECTION DATE:	10/11/07	
DEPTH (ft.):	12.0	
Total PCBs	0.758	10 (SS)

SAMPLE ID:	SB-12	NYSDEC RSCO'S
COLLECTION DATE:	10/31/97	
DEPTH (ft.):	11.0	
Total PCBs	0	10 (SS)
Lead	1,880	500
SAMPLE ID:	SB-56	NYSDEC RSCO'S
COLLECTION DATE:	6/12/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	25.5 J	500
SAMPLE ID:	SB-54	NYSDEC RSCO'S
COLLECTION DATE:	6/12/01	
DEPTH (ft.):	9.0	
Total PCBs	0	10 (SS)
Lead	229 J	500
SAMPLE ID:	SB-80	NYSDEC RSCO'S
COLLECTION DATE:	1/09/02	
DEPTH (ft.):	12.0	
Total PCBs	0.968	10 (SS)
Lead	41.1	500

SAMPLE ID:	SB-69C	NYSDEC RSCO'S
COLLECTION DATE:	7/3/07	
DEPTH (ft.):	12.0–12.5	
Total PCBs	0.095	10 (SS)
SAMPLE ID:	SB-69B	NYSDEC RSCO'S
COLLECTION DATE:	7/3/07	
DEPTH (ft.):	12.0–12.5	
Total PCBs	0.167	10 (SS)
SAMPLE ID:	SB-79	NYSDEC RSCO'S
COLLECTION DATE:	1/09/02	
DEPTH (ft.):	12.0	
Total PCBs	1,970	10 (SS)
Lead	1,340	500

SAMPLE ID:	SB-70	NYSDEC RSCO'S
COLLECTION DATE:	6/28/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	12,700	500
SAMPLE ID:	SB-57	NYSDEC RSCO'S
COLLECTION DATE:	6/12/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	9,720	500
SAMPLE ID:	SB-69	NYSDEC RSCO'S
COLLECTION DATE:	6/27/01	
DEPTH (ft.):	12.0	
Total PCBs	112	10 (SS)
VOCs		
Benzene	7.44	0.06
Ethylbenzene	143	5.5
Toluene	295	1.5
Xylene (Total)	709	1.2
Lead	3,360	500

SAMPLE ID:	SB-65	NYSDEC RSCO'S
COLLECTION DATE:	6/13/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	1,540	500
SAMPLE ID:	SB-66	NYSDEC RSCO'S
COLLECTION DATE:	6/14/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	26,800	500
SAMPLE ID:	SB-66A	NYSDEC RSCO'S
COLLECTION DATE:	1/8/02	
DEPTH (ft.):	12.0	
Lead	6,060	500
SAMPLE ID:	SB-67	NYSDEC RSCO'S
COLLECTION DATE:	6/14/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	257 J	500
SAMPLE ID:	SB-73	NYSDEC RSCO'S
COLLECTION DATE:	6/29/01	
DEPTH (ft.):	12.0	
Total PCBs	0	10 (SS)
Lead	288 J	500

SAMPLE ID:	Grid D1	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	0.47	5
SAMPLE ID:	Grid D2	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	16.5	5
SAMPLE ID:	Grid D3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	<0.5	5
SAMPLE ID:	Grid D4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	10.7	5
SAMPLE ID:	Grid E2	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	9.0	5
SAMPLE ID:	Grid E3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	2.2	5
SAMPLE ID:	Grid E4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	6.5	5
SAMPLE ID:	Grid F2	RSCO'S
Total PCBs	905	10 (SS)
TCLP Lead	18.9	5
SAMPLE ID:	Grid F3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	<0.5	5
SAMPLE ID:	Grid F4	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	1	5

SAMPLE ID:	Grid F5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	1.1	5
SAMPLE ID:	Grid G2	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	0.9	5
SAMPLE ID:	Grid G3	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	6.9	5
SAMPLE ID:	Grid G4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	0.9	5
SAMPLE ID:	Grid G5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	1.9	5
SAMPLE ID:	Grid H3	RSCO'S
Total PCBs	ND	10 (SS)
TCLP Lead	<0.5	5
SAMPLE ID:	Grid H4	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	5.3	5
SAMPLE ID:	Grid H5	RSCO'S
Total PCBs	7.76	10 (SS)
TCLP Lead	1.9	5
SAMPLE ID:	Grid I5	RSCO'S
Total PCBs	–	10 (SS)
TCLP Lead	2.8	5

LEGEND

SUBSURFACE SAMPLES

- PCB < 10 mg/kg
- 10 mg/kg < PCB < 50 mg/kg
- 50 mg/kg < PCB < 500 mg/kg
- 500 mg/kg < PCB < 5,000 mg/kg
- PCB > 5,000 mg/kg
- WASTE CLASSIFICATION SAMPLE LOCATION
- MONITORING WELL LOCATION
- TEST PIT 2007 (FROM SURVEY)

ESTIMATED EXTENT OF PCB AND VOC IMPACTED SOIL/FILL – NORTH YARD

- LIMITS OF EXCAVATION
- SHEETING BOUNDARY
- LEAD TCLP > 5 ppm (mg/L); 10 ppm < PCB < 50 ppm (mg/kg)
- 10 ppm < PCB < 50 ppm (mg/kg)
- PCB > 50 ppm (mg/kg); LEAD TCLP > 5 ppm (mg/L)
- PCB > 50 ppm (mg/kg)

NOTES:

1. ONLY VOCs IN EXCEEDENCE OF NYSDEC RSCO STANDARDS ARE SHOWN.
2. S = SURFACE SOIL (<2 FEET BELOW GRADE)
   SS = SUBSURFACE SOIL (≥2 FEET BELOW GRADE)
3. LIMITS SHOWN DEPICTING ESTIMATED EXTENT OF PCB AND/OR VOC IMPACTED SOIL/FILL ARE BASED ON FIGURES 4, 5 AND 6 OF THE NORTH YARD PRE-DESIGN REPORT (NOV. 2007)
4. NON-HAZARDOUS SAMPLES WILL BE ANALYZED FOR TPH, PCBs, FULL TCLP, IGNITABILITY, COROSIVITY, AND REACTIVITY (CN AND S). ALL OTHER SAMPLES WILL BE ANALYZED FOR TCLP LEAD.
5. – = NO PCB COMPOSITE ANALYSIS. CLASSIFICATION BASED ON PREVIOUS DISCRETE SAMPLING

Figure 12
North Yard Waste Characterization
Targeted Excavation Plan
8'-12' Below Grade
Former BICC Cables Site
Yonkers, New York

0 30
(IN FEET)

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MELVILLE, N.Y. PARSIPPANY, N.J.

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ATTACHMENT B

Project Schedule

PROJECT SCHEDULE
(Updated August 18, 2008)
Former BICC Cables Corporation Site
Yonkers, New York

TASK	Aug-08				Sep-08				Oct-08					Nov-08				Dec-08					Jan-09				Feb-09				Mar-09					Apr-08				May-08				Jun-09					Jul-09			
	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26	2/2	2/9	2/16	2/23	3/2	3/9	3/16	3/23	3/30	4/6	4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	6/29	7/6	7/13	7/20	7/27
North Yard Excavation																																																			
Soil Excavation																																																			
- Contractor Workplans, Permits, Design & Shop Dwgs.																																																		
- NYSDEC Review and Approval																																																		
- Contractor Mobilization																																																		
- Soil Excavation, Sheet/Dewater, T&D, Backfill, Demob.																																																		
- North Yard Report - Final Engineering Report																																																		
- Submit Signed Certifications to NYSDEC																																																		
- NYSDEC Review and Approval																																																		

Notes:

- Estimated Time to Complete Task
- NYSDEC Submittals
- NYSDEC Approvals

Update: 08/18/08

ATTACHMENT C

Certification

PCB REMEDIATION WASTE CERTIFICATION

Former BICC Cables Site
1 Point Street
Yonkers, New York

As the party conducting the cleanup and/or the owner of the above referenced site, do hereby certify that all sampling plans, sample collection procedures, sample preparation procedures, extraction procedures, and instrumental/chemical analysis procedures used to assess or characterize the PCB contamination at the cleanup site, are on file at the offices of H2M Associates, Inc., 119 Cherry Hill Road, Parsippany, New Jersey, and are available for EPA inspection.

Party Conducting the Cleanup:

Name: Deborah L. Rothberg — Date: September 3, 2008

Organization: Blackacre Partners OPS LLC — Title: Member

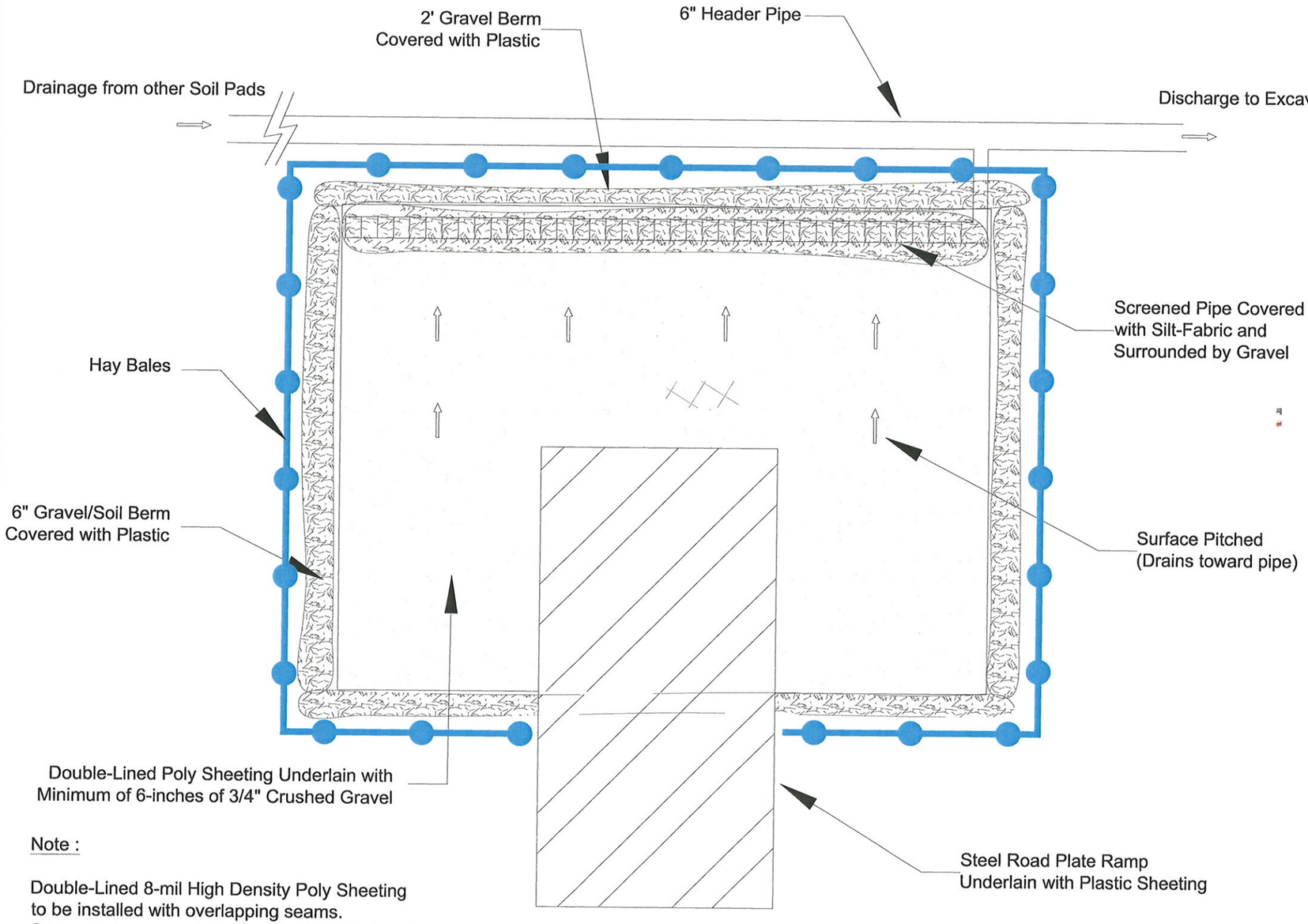
Owner of the Site:

Name: its authorized agent — Date: 9-3-08

Organization: Your City I LLC — Title: Project Mgr

ATTACHMENT D

Soil Staging Pad Detail



Note :

Double-Lined 8-mil High Density Poly Sheeting
to be installed with overlapping seams.
Seams to be connected using double-sided asphaltic tape.

TITLE: Soil Staging Pad Detail

DRAWN BY:	MB	PROJECT #	
CHECKED BY:	JR		
DATE:	8-14-2008	DRAWING #	5
SCALE:			

Former BICC Cable Site
Yonkers, New York

Note:
Drawing Not to Scale

GRAMERCY GROUP INC.

ATTACHMENT E

SPDES Equivalency Effluent Limitations and Discharge Requirements

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning at start-up and lasting until start-up + 2 years the discharges from the treatment facility to the Hudson River [water index number H portion, Class SB] shall be limited and monitored by the operator as specified below:

Outfall Number and Parameter	Discharge Limitations		Units	Minimum Monitoring Requirements		Footnote
	Daily Avg.	Daily Max		Measurement Frequency	Sample Type	
Outfall 001 - Dewatering Treatment System Discharge						
Flow	Monitor	1000	GPM	Continuous	Meter	
pH (range)	6.0 to 9.0		SU	Monthly	Grab	1
Total Suspended Solids	NA	20	mg/l	Monthly	Grab	1
Oil & Grease	NA	15	mg/l	Monthly	Grab	1
Benzene	NA	5.0	µg/l	Monthly	Grab	1
Ethylbenzene	NA	5.0	µg/l	Monthly	Grab	1
Toluene	NA	5.0	µg/l	Monthly	Grab	1
Xylene, Total	NA	15.0	µg/l	Monthly	Grab	1
Chlorobenzene	NA	10.0	µg/l	Monthly	Grab	1
Fluorene	NA	10.0	µg/l	Monthly	Grab	1
Naphthalene	NA	10.0	µg/l	Monthly	Grab	1
2-Methylnaphthalene	NA	10.0	µg/l	Monthly	Grab	1
Phenanthrene	NA	6.0	µg/l	Monthly	Grab	1
Aroclor 1260	NA	0.065	µg/l	Monthly	Grab	1,2
Copper, Total	NA	0.027	mg/l	Monthly	Grab	1
Iron, Total	NA	1.2	mg/l	Monthly	Grab	1
Lead, Total	NA	0.034	mg/l	Monthly	Grab	1
Mercury	NA	0.05	µg/l	Monthly	Grab	1,3
Zinc, Total	NA	0.10	mg/l	Monthly	Grab	1
Chlorine, Total Residual	NA	0.1	mg/l	Monthly	Grab	1,4

Footnotes:

(1) The minimum measurement frequency shall be monthly following a period of 8 consecutive weekly sampling events showing no exceedances of the stated discharge limitations.

(2) PCBs must be monitored using EPA method 608 with the test procedures set forth in 40 CFR 136. The laboratory must attempt to achieve a MDL of 65 ng/l per Aroclor or Department approved effluent specific MDL. All values above the MDL must be reported. Monitoring requirements may be modified in the future if a method superior 608 is approved for general use.

(3) Mercury - analysis using either EPA Method 1631 or 245.7

(4) Monitoring for total chlorine residual is only required if chlorine or hypochlorite is added for iron control.

Additional Conditions:

(1) Discharge is not authorized until such time as an engineering submission showing the method of treatment is approved by the Department. The discharge rate may not exceed the effective or design treatment system capacity. All monitoring data, engineering submissions and modification requests must be submitted to:

Michael Mason/Jeff Trad
Project Managers
NYSDEC - Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7013
Phone: (518) 402-9813

With an annual summary of monitoring results sent to:

Regional Water Manager
NYSDEC - Region 3
100 Hillside Avenue, Suite 1W
White Plains, NY 10603
Phone: (914) 428-0323

(2) Only contaminated groundwater from this site is authorized for treatment and discharge.

(3) Authorization to discharge is valid only for the period noted above but may be renewed if appropriate. A request for renewal must be received 6 months prior to the expiration date to allow for a review of monitoring data and reassessment of monitoring requirements.

(4) Both concentration (mg/l or µg/l) and mass loadings (lbs/day) must be reported to the Department for all parameters except flow and pH.

(5) Any use of corrosion/scale inhibitors, biocidal-type compounds, or other water treatment chemicals used in the treatment process must be approved by the department prior to use.

(6) This discharge and administration of this discharge must comply with the substantive requirements of 6NYCRR Part 750.

ATTACHMENT F

RI/FS Work Plan and RI Report Excerpts

Historic Sanborn Maps and Aerial Photos

the South Yard and the Below Building areas were filled between the 1880s and 1942. In addition to the historic fill materials, the boring logs indicate that the North Yard, which was filled between the 1940s and 1970s contains operational debris.

The building interior investigation is made up of interior building materials samples (concrete wipe samples, concrete bulk samples and wood bulk samples). This RI presents and evaluates the results of each of these building material samples.

1.3.2 *Historic Site Operations*

The following section briefly describes the prior manufacturing operations and Site usage during its industrial history. More detailed information regarding historic Site operations and chemical usage was previously provided to the NYSDEC in the following deliverables:

- Draft Site Investigation Work Plan, BICC Cable Corporation, Yonkers, New York, prepared by ERM, dated February 19, 1997.
- Initial Submittal, BICC Cables Inc., containing Summary Building Exterior Data Tables and Maps, prepared by ERM, dated March 2000 and Summary Building Interior, Data Tables and Figures, prepared by Roux, dated March 2000, transmitted from DL Rothberg & Associates to the NYSDEC on March 30, 2000.
- Final Remedial Investigation/Feasibility Study Work Plan, BICC Cables Corporation, One Point Street, Yonkers, New York, prepared by ERM, March 2, 2001.
- Site documents made available for NYSDEC review at the offices of DL Rothberg & Associates on December 12 and 18, 2000 - copies of documents requested by NYSDEC from this review were transmitted to the NYSDEC on 28 December 2002.
- Site documents submitted by the Phelps Dodge Corporation to the NYSDEC on August 31, 2001 in response to the NYSDEC's Request for Information.

1.3.2.1 *Manufacturing Operations*

A summary of the ownership history is shown in Table 1-1.

In 1915, the Harbishaw Wire Company began manufacturing paper-insulated, lead-jacketed cables. These cables were composed of paper insulation that was wound over a conductor, oil impregnated, and covered with a lead sheath jacket. A layer of bitumen was applied to the lead sheath to provide corrosion resistance and the cable was then jacketed with rubber.

At a later time, Habirshaw manufactured a wide range of cable and wire products. Different Habirshaw cable manufacturing lines required different types of equipment and materials. The rubber insulated and jacketed cables required rubber mixing equipment and continuous vulcanizing steam lines. Manufacturing of the armored submarine cable required the use of asphalt and jute to provide water resistance.

After Phelps Dodge acquired the facility in 1930, the product line continued to include various wire and cable production but, by the 1960's, began to focus on paper cable manufacture and included the use of highly refined rosins and later refined hydrocarbon oils as the dielectric fluids to replace the rosins. Rubber cable manufacturing was phased out at the Site by the 1960s. About that time, the manufacturing of armored submarine cable was also discontinued. Higher voltage cables and solid dielectric cable with insulation made of polyethylene (PE) and ethylene propylene rubber (EPR) for medium voltage distribution applications were developed and manufactured at the Site beginning in the 1960s.

Details of the materials used in manufacturing of lead-jacketed, paper-wrapped electrical cable were paper, dielectric fluid (a synthetic hydrocarbon oil) for impregnation of the paper, copper, lead, polyethylene and polyvinylchloride (PVC) were discussed in Appendix A of the RI/FS Work Plan (ERM/Roux, 2001).

After the acquisition of the Yonkers facility by Cablec in 1984 (later merged into BICC Cables Corp.), the product line was narrowed further to focus on the growing electric distribution market for which paper, lead, PE and EPR were used. However, Cablec moved the solid dielectric cable manufacture of PE and EPR to other facilities. Some of the PE and EPR cables that were manufactured at the other BICC factories were shipped to the Site for finishing, such as the application of a lead jacket to provide protection against mechanical abuse and moisture. The principal materials used for cable manufacture after 1984 at the Site were paper, dielectric oil and lead with polyethylene or PVC applied as jackets over the lead. During Cablec operations when the product focus at the Site centered on paper insulated lead jacketed cable, the level of manufacturing activity was significantly reduced.

As a result of a decline in the market for paper insulated lead-jacketed cable, BICC ceased manufacturing operations at the Site in 1996.

1.3.2.2 Site Usage

The Site has been progressively developed over the last 100 years. This has included changes to the Site acreage, topography and number of buildings. Between 1890 and 1916, the first Site buildings were constructed between the Hudson River and the railroad tracks. Although records indicate that S.S. Hepworth & Co. occupied the Site around 1886

(see Table 1-1), facility drawings do not indicate any current Site buildings constructed in that year. Sanborn maps from 1898 and 1917 are provided as Figure 1-3 and 1-4. These figures show the Point Street railroad crossing bridge, as well as the Site buildings and shoreline at that time. As indicated in the 1898 map, the shoreline previously ran adjacent to the rail lines, a yacht club was located in the vicinity of the current High Bay Building and two additional docks were located in the vicinity of the North Yard. The South Yard was fill and then occupied by New York Central freight yard tracks.

As shown in Figure 1-2, today, there is considerable land area to the west of these rail lines. Hence, the exterior Yard area south of these buildings is made-land, resulting from filling that occurred along the shoreline. Filling along the shoreline was a typical practice in this area of the Hudson River. The filling progression can be seen in the Sanborn maps from the years 1898 and 1917 and the additional Sanborn maps from the years 1942 and 1989 (Figures 1-5 and 1-6). It should be noted that the Sanborn map for 1989 mistakenly continues to refer to the South Yard parcel (post-1942) as being occupied by New York Central freight yard tracks. This filling progression is also shown in the aerial photographs discussed below.

In the 1930s and early 1940s, additional buildings were constructed on fill materials and on pilings within the river. These included most of the remaining northern Site buildings and the High Bay building. Figures 1-7 through 1-12 show aerial photographs of the Site spanning the period from 1940 to 1990. Site boundaries, along with key Site features, are noted on each of the aerial photographs. An unidentified feature is located in Figure 1-11 just off the shore to the south of the BICC site. There is no information regarding this feature on the aerial. It is likely the surface water low tide line.

The southern-most manufacturing building in the 1940 aerial photograph is the High Bay Building constructed in 1938. Neither the East nor the West Warehouse had been constructed at the time of this photograph. In fact, the future location of the East Warehouse had not yet been filled. The 1940 shoreline in the future area of these warehouses abuts the railroad tracks. The overlay on this aerial photograph shows the shoreline as it exists today, located much further to the west. Additionally, most of the southern portion of the Yard has already been filled by this time, exhibiting an irregular edge along the Hudson River.

The East Warehouse was constructed by the time of the 1954 aerial photograph. Hence, the former shoreline was filled below this structure by this time. This filling extended to the south, linking the southern Yard landmass to the East Warehouse. In the 1954 aerial photography, the northern part of the Yard appears to be in use for storage of materials. The shoreline of the entire Yard remains irregular along the river. In addition, the photograph shows the presence of a cable manufacturing line, referred to as the Styroflex drawdown line which ran directly from a small shed on pilings at the southern end of the property on a platform over pilings in the river to the current location of the West Warehouse.

By 1976, the filling to create the current shoreline has been completed. The two remaining aerial photographs, covering the period of 1980 and 1990, show that the Styroflex drawdown line is no longer present. Otherwise, the Site surface features remain unchanged, indicating no further filling occurred after 1976.

The Sanborn maps and the aerial photographs demonstrate that the vast majority of the South Yard was filled prior to 1898. The North Yard was

letter to exclude the EPRI Laboratory from the listed Site and the RI/FS because of the different physical setting of and the non-manufacturing operations in the laboratory. On 6 November 2000, ERM was notified that NYSDEC had approved the petition to remove the EPRI Laboratory from the Site listing. As such, the EPRI Laboratory is excluded from the RI for the Site. Hereafter, the term "Site" does not include the EPRI Laboratory.

1.4 Historic Site Operations

1.4.1 Manufacturing Operations

The Site had been used for manufacturing since 1886. Since at least 1890, the Site has been used exclusively for the manufacturing of wire and cable. BICC currently owns the Site. Prior owners of the Site included the S. S. Hepworth Co., the India Rubber Gutta Percha Insulating Co., the Habirshaw Wire and Cable Company and the Habirshaw Division of the Phelps Dodge Copper Products Corporation (Phelps Dodge). A summary of the ownership history is shown in Table 1-1. BICC acquired the Site from Phelps Dodge in 1984 and manufactured lead-jacketed, oil-impregnated paper wrapped electrical cable from 1984 to February 1996. As a result of a decline in the market for this type of cable, BICC ceased operations at the Site in 1996.

The primary materials used in the manufacturing of lead-jacketed, paper-wrapped electrical cable were paper, dielectric fluid (a synthetic hydrocarbon oil) for impregnation of the paper, copper, lead, polyethylene and polyvinylchloride (PVC). A copy of the Tier Two, Emergency and Hazardous Chemical Inventory prepared by BICC is included in Appendix A. This form contains the most complete list of the materials used in recent operations at the Site. The materials used included:

- various grades of lead (high purity, Doe Run)
- Hastalloy

- polyethylene and polyethylene pellets
- several types of paper
- various forms of polyisobutylene/butene copolymer (highly refined impregnating oil for cables)
- zinc base alloys
- electrolysis tough pitch
- copper/copper alloys
- No. 6 fuel oil for the boilers.

BICC also reportedly used mineral spirits for cleaning the floors at the facility between 1984 and 1992. However, in 1992 in an effort to reduce hazardous material usage at the facility, the facility switched from mineral spirits to citrus-based materials for floor cleaning. In addition, BICC used a water reducible alkyd coating for painting cable reels. The MSDS for this paint is located in Appendix A. The paint is listed as a flammable material.

There is some information about materials and products manufactured by prior owners of the facility. In 1915, the Habirshaw Wire Company located at the Yonkers site entered the field of paper insulated lead jacketed. At that time, bitumen fillers were used in cable construction and the cable was jacketed with rubber.

At a later time Habirshaw manufactured a wide range of products that included:

- Rubber insulated and jacketed cables for aerial, elevator control, fire alarm and headlight wire applications.
- Asbestos wire was fabricated for lamp cord and other appliance applications.
- Varnished cambric-coated rubber cables were manufactured for low voltage applications and for higher voltages up to 5000 volts.
- Armored submarine cable was manufactured

Different Habirshaw cable lines required different types of equipment and

materials. The rubber insulated and jacketed cables required rubber mixing equipment and continuous vulcanizing steam lines. Manufacturing of the armored submarine cable required the use of asphalt and jute to provide water resistance.

After Phelps Dodge acquired the facility in 1930, the product line began to focus on paper cable development and included the use of highly refined rosins and later refined hydrocarbon oils as the dielectric fluids to replace the bitumen. By the early 1950s rubber cable manufacturing was terminated at the Site. Soon after the armored submarine cable equipment was also removed. Solid dielectric cable that was made of polyethylene (PE) and ethylene propylene rubber (EPR) for medium voltage distribution applications was subsequently developed and manufactured.

After the acquisition of the Yonkers facility by Cablec in 1984 (later merged into BICC Cables Corp.), the product line was narrowed even further to focus on the growing electric distribution market for which paper lead, PE and EPR were used. However, Cablec moved the solid dielectric cable manufacture of PE and EPR to other facilities. Sometimes the PE and EPR cables were manufactured at the other factories and then were shipped to Yonkers to have a lead jacket applied to provide extra protection against mechanical abuse and moisture. The principal materials used for cable manufacture during these years at the Yonkers facility were paper, dielectric oil and lead with polyethylene or PVC applied as jackets over the lead. During Cablec operations, with the product focus centered on paper lead cables at the Yonkers facility, the level of manufacturing activity was significantly reduced. Long-term employees relate that, as a result of increased management attention and growing awareness of new environmental laws and regulations relating to solid waste management and the requirements for handling hazardous substances, materials management and waste handling procedures improved.

BICC was able to obtain some information regarding the different compositions of the impregnating fluid used by the cable industry between 1917 and 1955. A copy of the Habirshaw Technical Standard No. 315, which contains this information, is contained in Appendix A. Initially, rosin oil compounds were used and these were replaced by a highly purified unblended petrolatum (referred to as yellow vaseline). This compound was replaced by impregnating fluids that were a mixture of heavy petrolatum and light hydrocarbon oil. These mixtures were in turn replaced by a purified wood rosin derivative. In 1955, the petroleum-based dielectric fluid was supplanted with a synthetic compound, polyisobutylene. This dielectric fluid was used until 1985 when it was replaced by a polyisobutylene/butene copolymer. It is important to note that the dielectric fluids used by BICC and its predecessors never contained PCBs. Furthermore, the MSDSs for the polyisobutylene/butene copolymers used, Polybutene 10CS and Polybutene 015 CS (see Appendix A), show that these compounds do not contain any hazardous constituents.

Other materials that were used by historical owners in the manufacturing of cable were determined based upon the types of cable that were made. These materials would have included: aluminum, asbestos, butyl rubber, polyethylene, cross-linked polyethylene, plastic, paper, copper, lead, no. 6 fuel oil for the boilers and paint for the cable reels.

1.4.2 *Site Usage*

Based on a review of early Sanborn maps and photographs, the layout of the property and the buildings has changed significantly over the last 100 years of manufacturing at the Site. Starting in the late 1800s, prior owners expanded the manufacturing buildings out over the Hudson River and to the south over fill material. They also filled in large parts of the former shoreline to create the Yard area for outdoor storage. Early Sanborn maps and photographs show the original shoreline to the east of its current

position. Extensive filling along the shoreline into the 1970s has resulted in the movement of the shoreline to the west to its current position.

Based on the 1886 Sanborn map, S.S. Hepworth & Company was the owner/operator at the Site and the buildings appear to be located entirely on a pier that was constructed over the Hudson River. It is not clear if any construction/filling activities occurred between 1886 and 1898. By 1917, the Habirshaw Wire Company was the owner/operator at the Site, and all of the buildings were still located on the pier. However, the pier appears to be much larger in size than in 1898. A copy of the 1917 Sanborn map is shown in Figure 1-3.

In 1930, Phelps Dodge Copper Products Corporation acquired the property. Based on some construction photographs, Phelps Dodge started construction of the High Bay Building in mid 1937. The building was constructed adjacent to the pier mentioned above and one of the first photographs taken during construction shows the area adjacent to the pier being filled. Half of the High Bay building appears to have been constructed on fill and the other half on pilings over the water. In a 1940 aerial photograph, some filled shoreline can be observed on the southern side of the High Bay building and along the eastern side of the tracks. In addition, it appears that the southern half of the area currently occupied by the Yard was already in place in 1940. A copy of the 1940 aerial photograph is shown in Figure 1-4 and a Site plan that shows the different configurations of the Yard between 1940 and the present is shown in Figure 1-5.

The next available aerial photograph is dated 1954. This photograph shows that more of the Yard area to the south of the High Bay building had been filled. However, the filled area did not extend as far west as the current shoreline (Figure 1-6). The BICC Warehouse (also referred to as the east warehouse) can be observed in the 1954 aerial photograph and it is evident

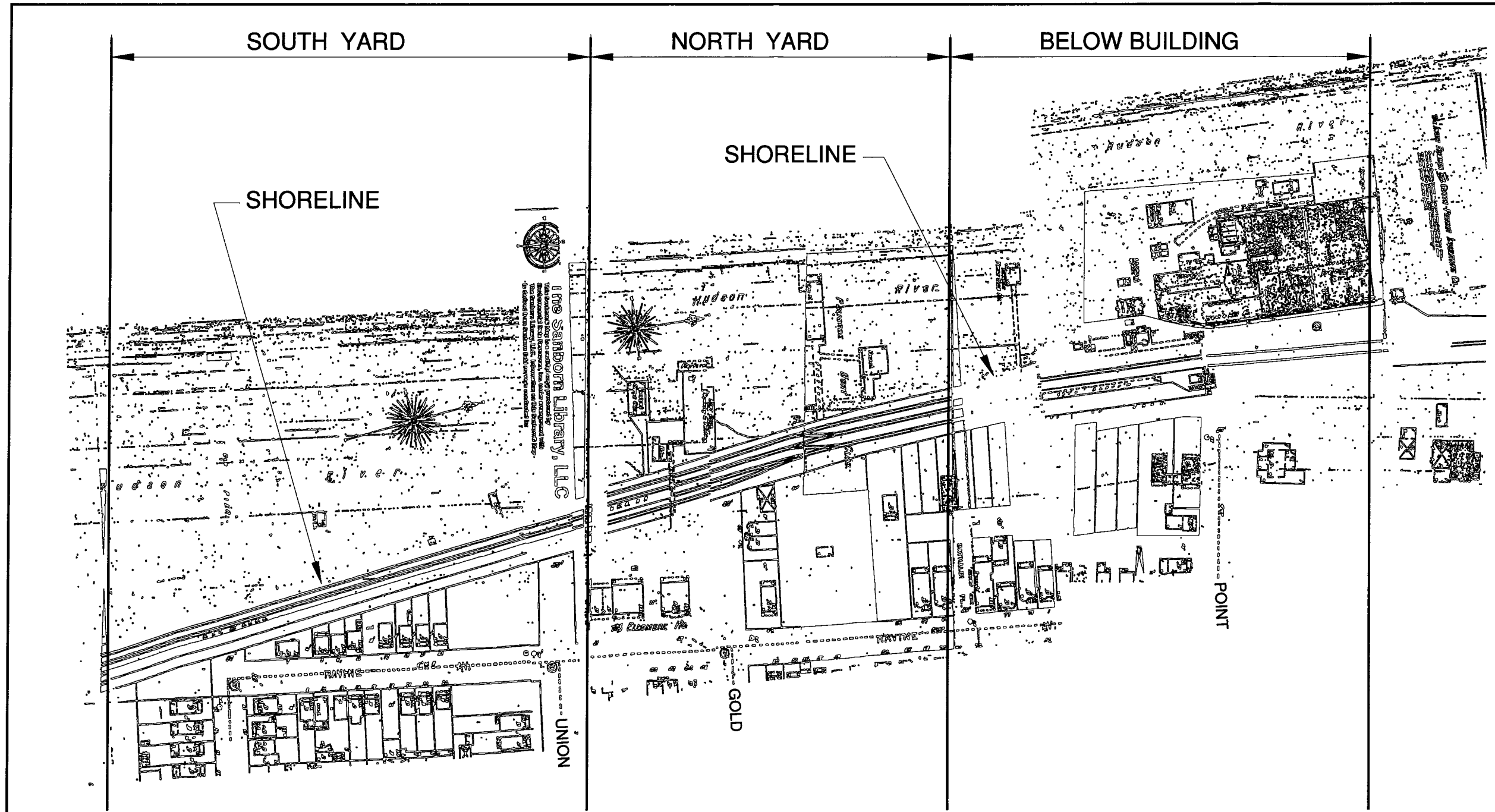
that the Yard area is now actively being used for storage. In addition, the photograph shows the presence of another cable manufacturing line, the Styroflex drawdown line. This line ran from the southern end of the property on pilings to the west of the BICC Warehouse and terminated at the High Bay building.

Between 1954 and 1976, additional fill material appears to have been placed along the river bank so that the shoreline advanced to the west towards the Styroflex drawdown line over the river. The movement of the shoreline over time is shown in Figure 1-5. In addition, the EPRI Warehouse and Extra High Voltage Laboratory were added to the property; the warehouse is present in the 1960 aerial photograph and the laboratory is present in the 1976 aerial photograph. By 1976, the western edge of the new shoreline coincided with the location of the Styroflex drawdown line and the configuration of the property looks essentially as it does now. A copy of the 1976 aerial photograph is shown in Figure 1-7. Since 1984, when BICC acquired the property, no filling has occurred at the Site. A copy of an aerial photograph from 1990 is shown in Figure 1-8.

The type of fill material used over time was not discernible from the Sanborn maps or photographs. However, a review of the documents from a nearby site indicates that fill material was brought into other areas along the Hudson River as part of "land reclamation" programs. A description of the fill material observed at the BICC Yonkers facility during the Petroleum Spills Investigation is contained in Section 1.7.5.1 of this Work Plan.

1.5 *Summary of Geology and Hydrogeology*

The uppermost naturally occurring geologic units underlying the Site are unconsolidated glacial, lacustrine, marine and near-marine deposits laid down within the confines of the Hudson Valley. These unconsolidated sedimentary units ("overburden") were deposited upon pre-existing



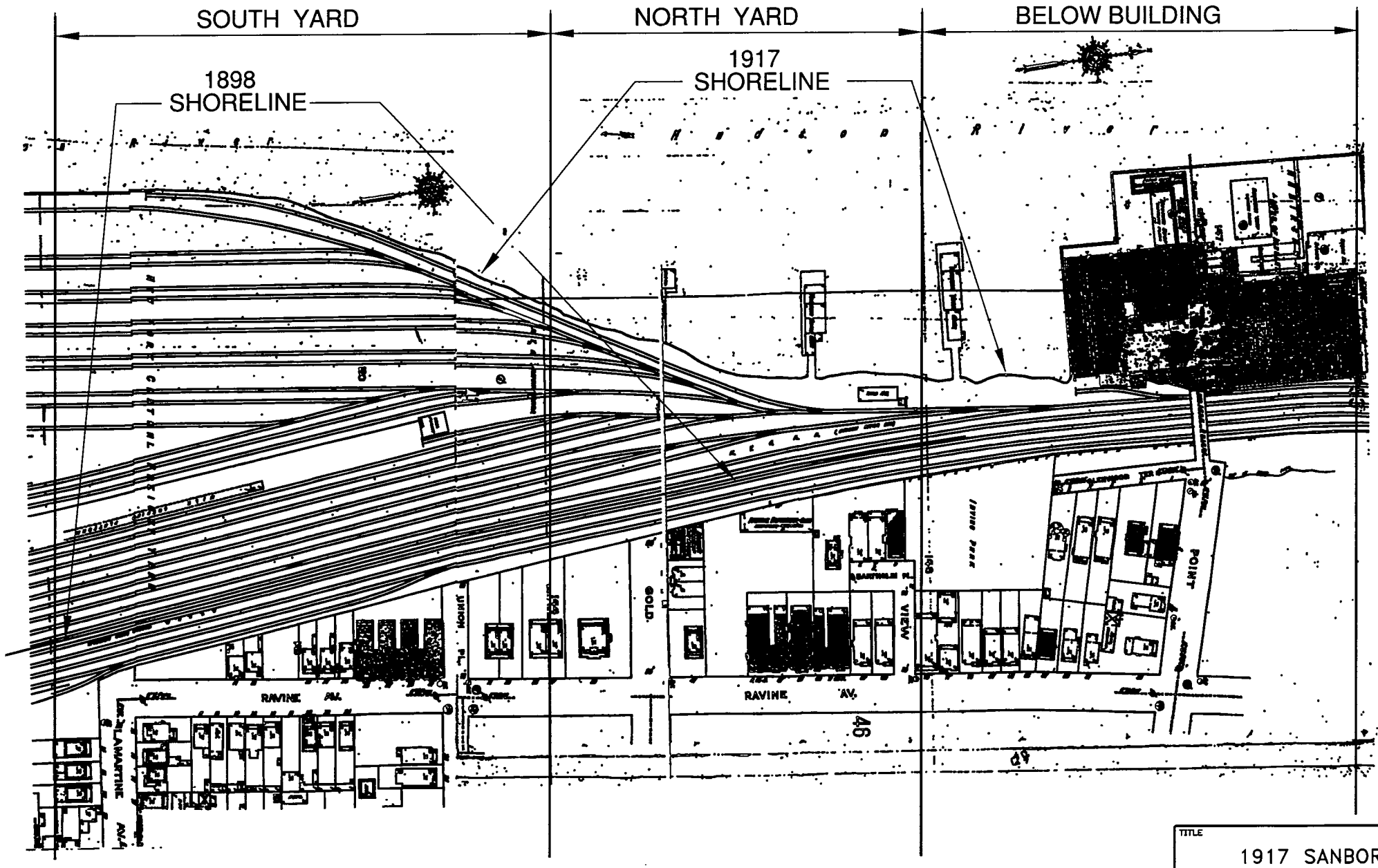
TITLE

1898 SANBORN MAP LOCATION OF CURRENT BICC YONKERS FACILITY

PREPARED FOR

BICC CABLES CORPORATION

ERM Environmental Resources Management			SCALE	FIGURE 1-3
DRAWN: Y.S./E.M.F.	JOB NO.: X7511.06	FILE NAME: X751106011SB	DATE 1/02/03	



TITLE

1917 SANBORN MAP
LOCATION OF CURRENT
BICC YONKERS FACILITY

PREPARED FOR

BICC CABLES CORPORATION

ERM Environmental Resources Management			SCALE	FIGURE 1-4
DRAWN Y.S./E.M.F.	JOB NO. 0001367-07	FILE NAME 0001367-07-013	DATE 8/21/03	

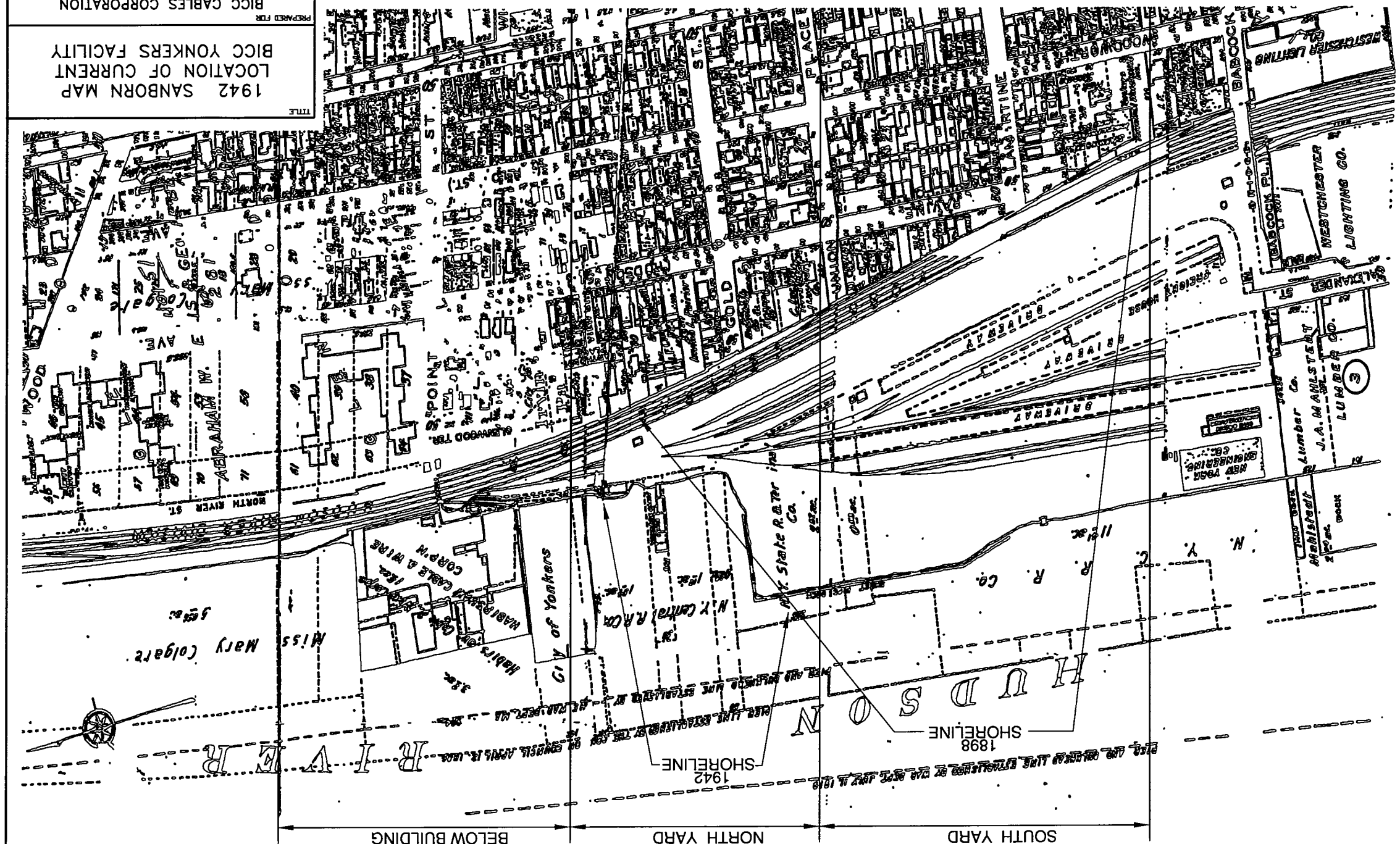
ERM Environmental Management Consultants	JOB NO. 0001367-07	FILE NAMED 0001367-07-011	DRAWN T.S./E.M.F.
	SCALE	DATE	FIGURE
		8/21/03	1-5

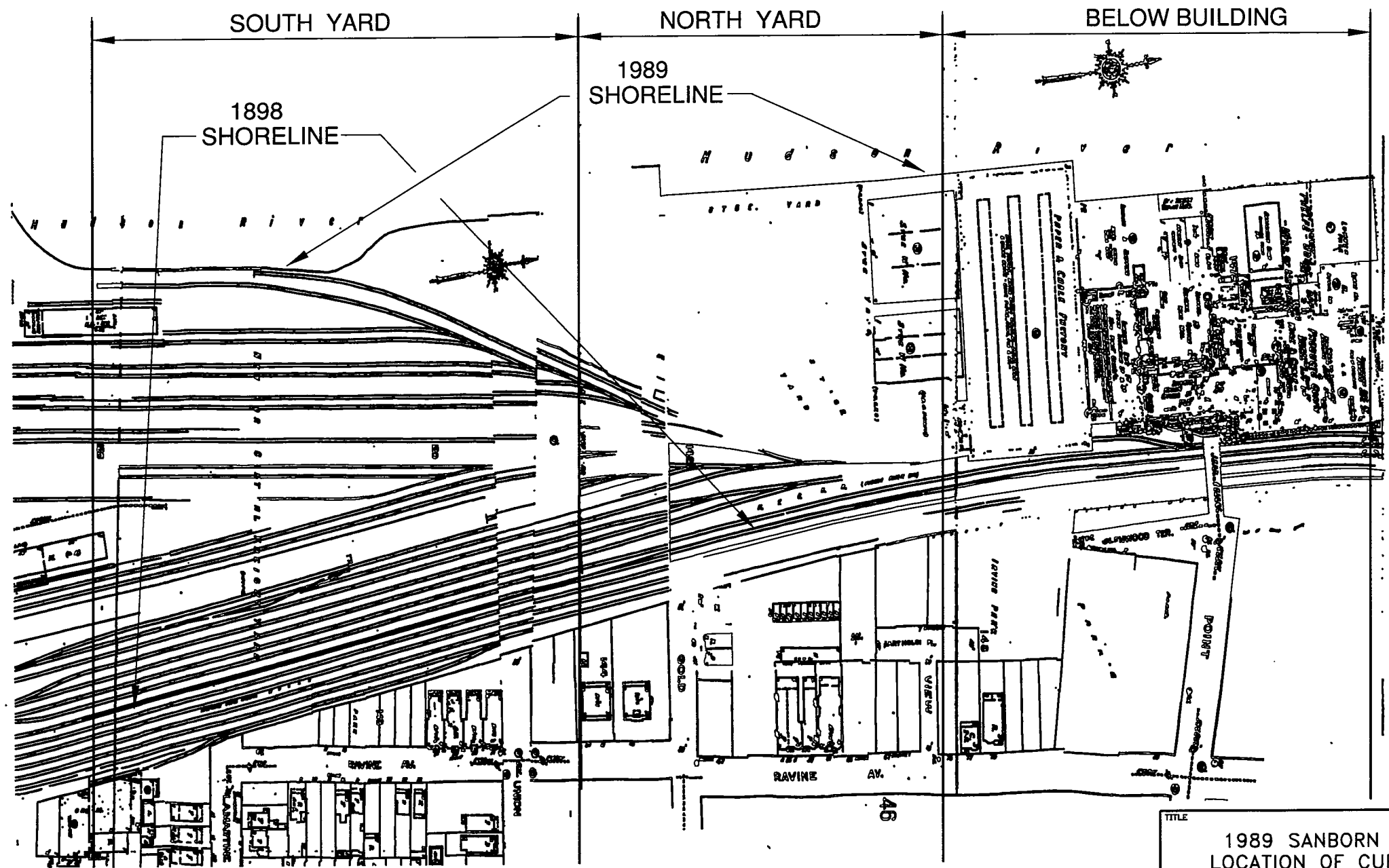
PREPARED FOR

BICC CABLES CORPORATION

TITLE

1942 SANBORN MAP
LOCATION OF CURRENT
BICC YONKERS FACILITY





TITLE

1989 SANBORN MAP
LOCATION OF CURRENT
BICC YONKERS FACILITY

PREPARED FOR

BICC CABLES CORPORATION

ERM Environmental Resources Management				SCALE	FIGURE 1-6
DRAWN Y.S./E.M.F.	JOB NO. 0001367-07	FILE NAME 0001367-07-012		DATE 8/21/03	

Figure 1-7 Aerial Photograph - 1940
BICC Cables Corporation
Yonkers, New York

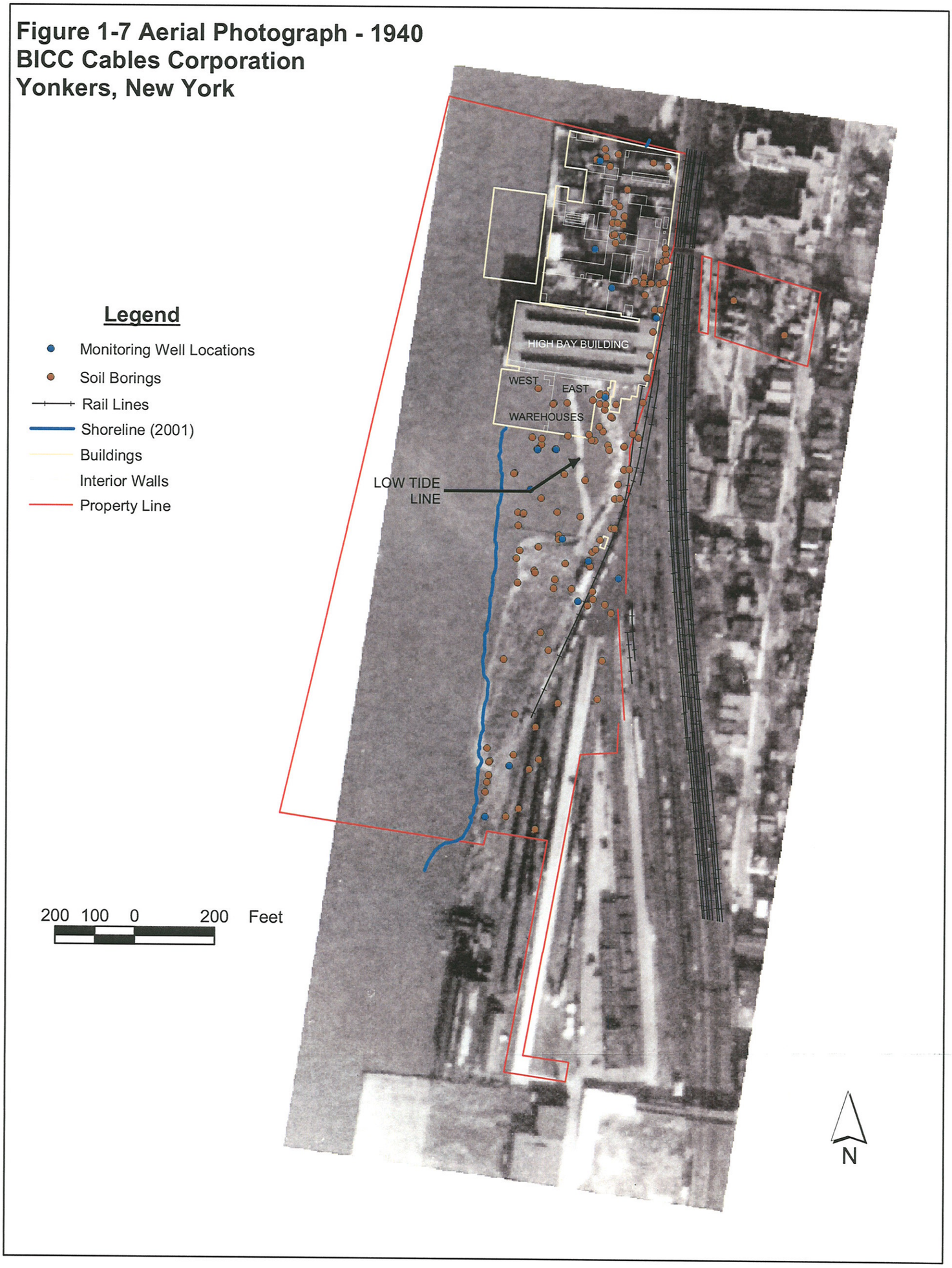


Figure 1-8 Aerial Photograph - 1954
BICC Cables Corporation
Yonkers, New York

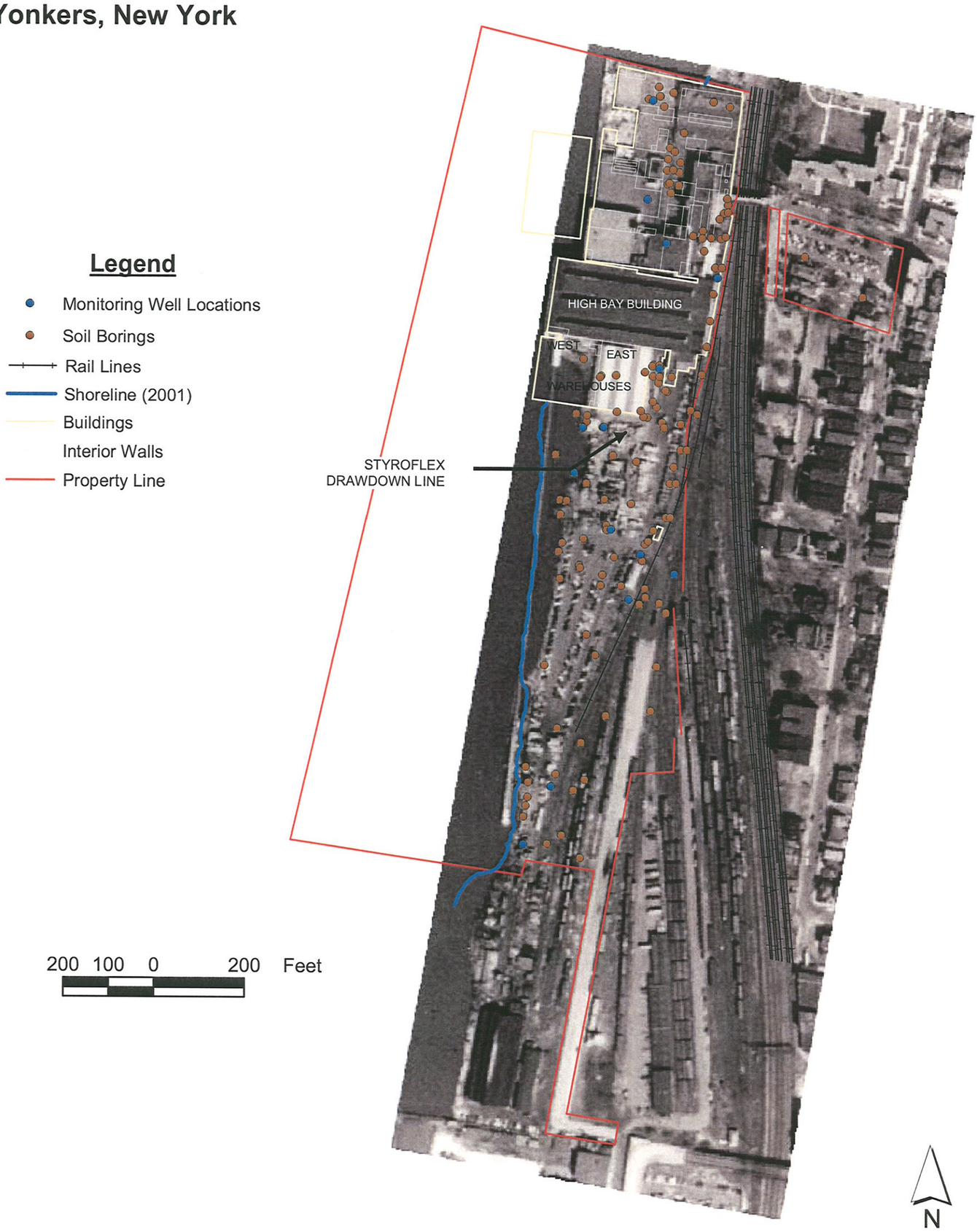


Figure 1-9 Aerial Photograph - 1960
BICC Cables Corporation
Yonkers, New York

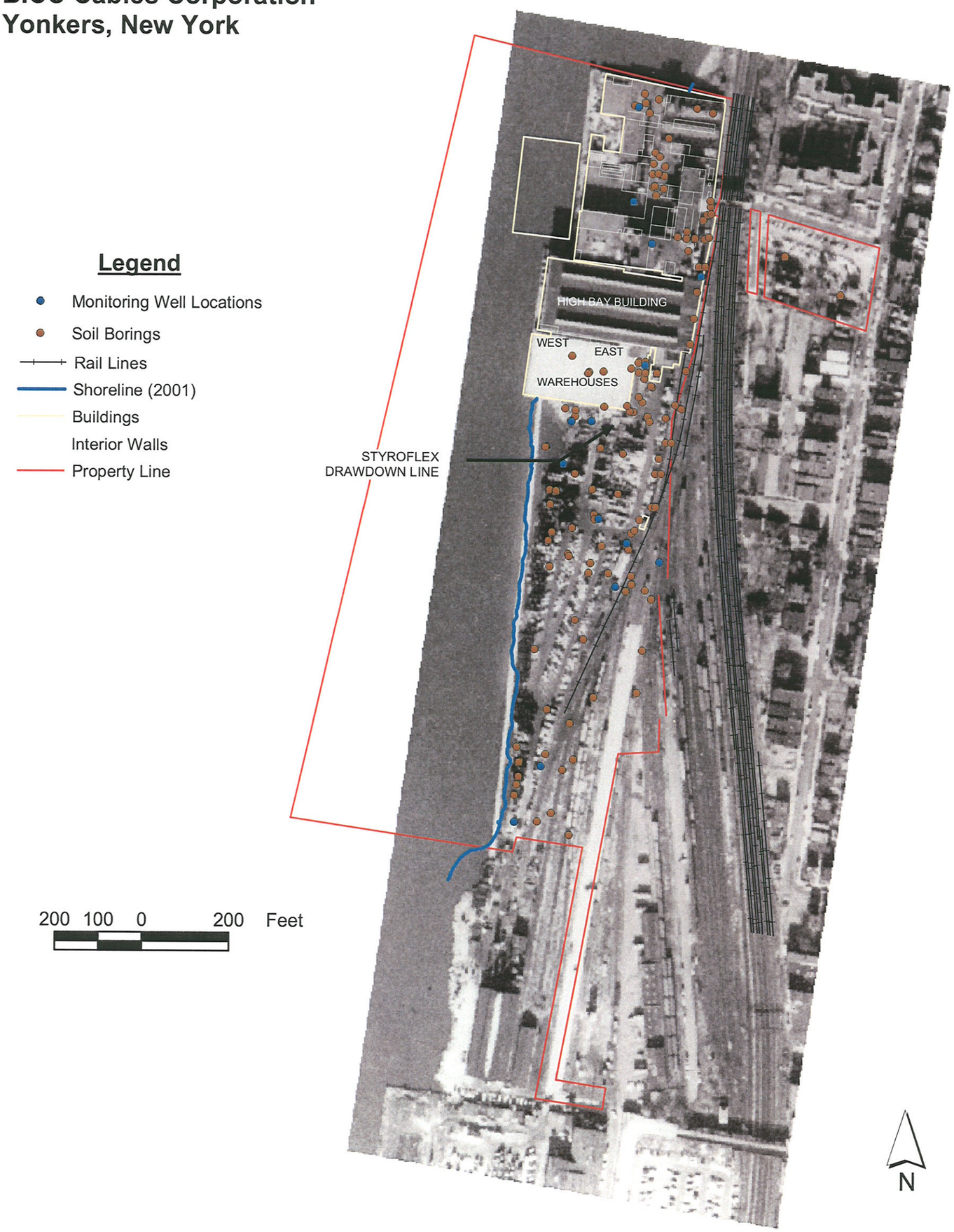


Figure 1-10 Aerial Photograph - 1976
BICC Cables Corporation
Yonkers, New York

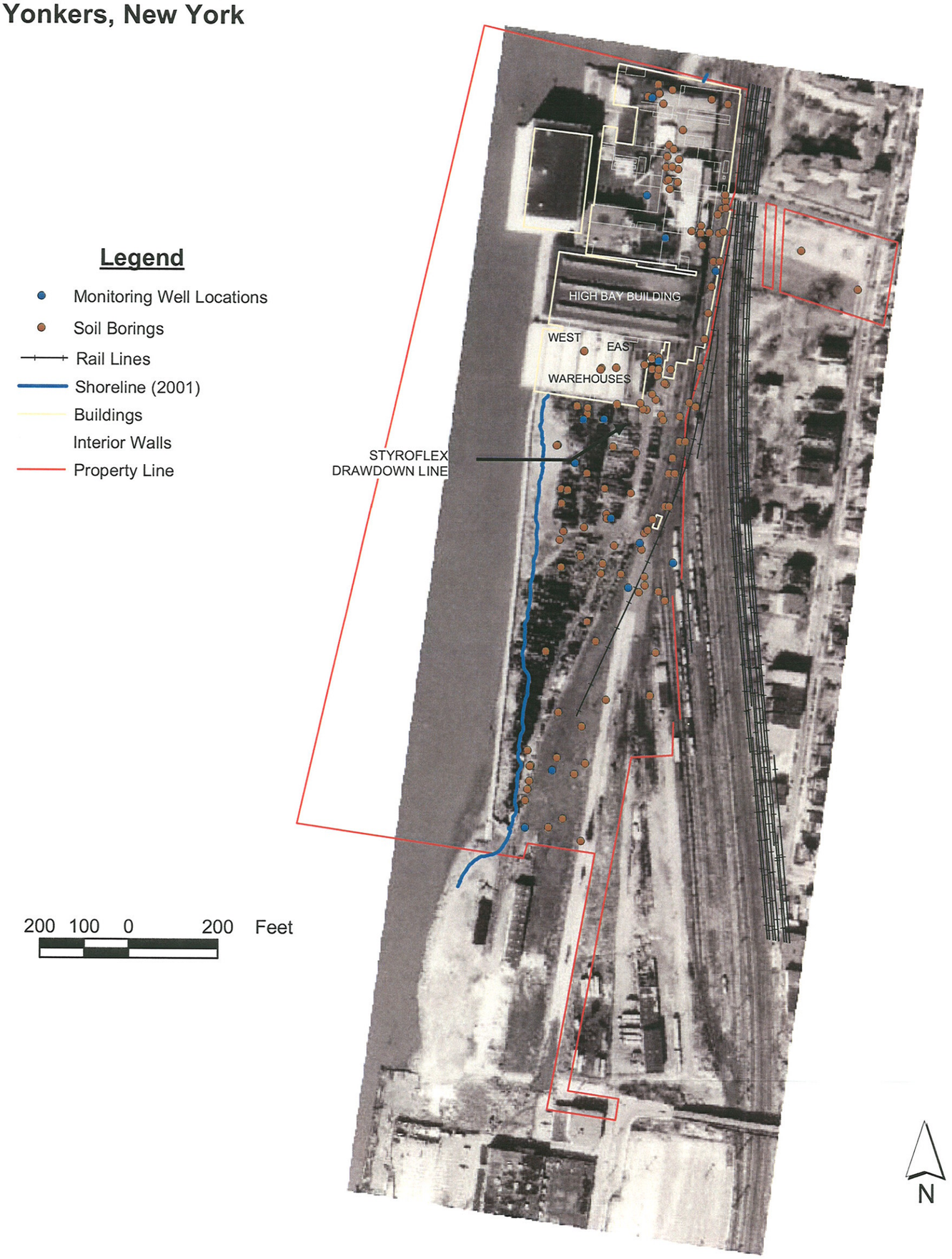
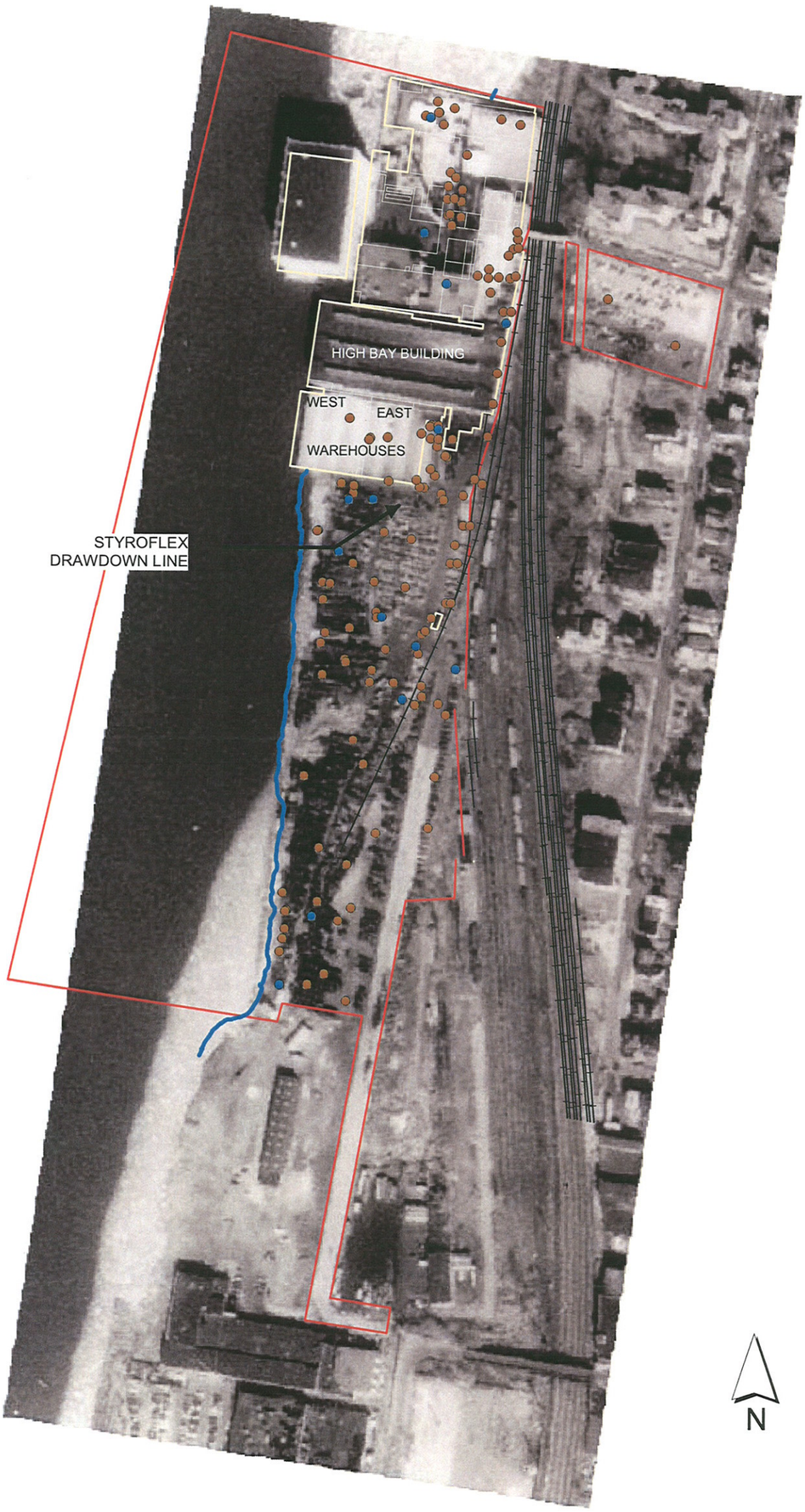


Figure 1-11 Aerial Photograph - 1980
BICC Cables Corporation
Yonkers, New York

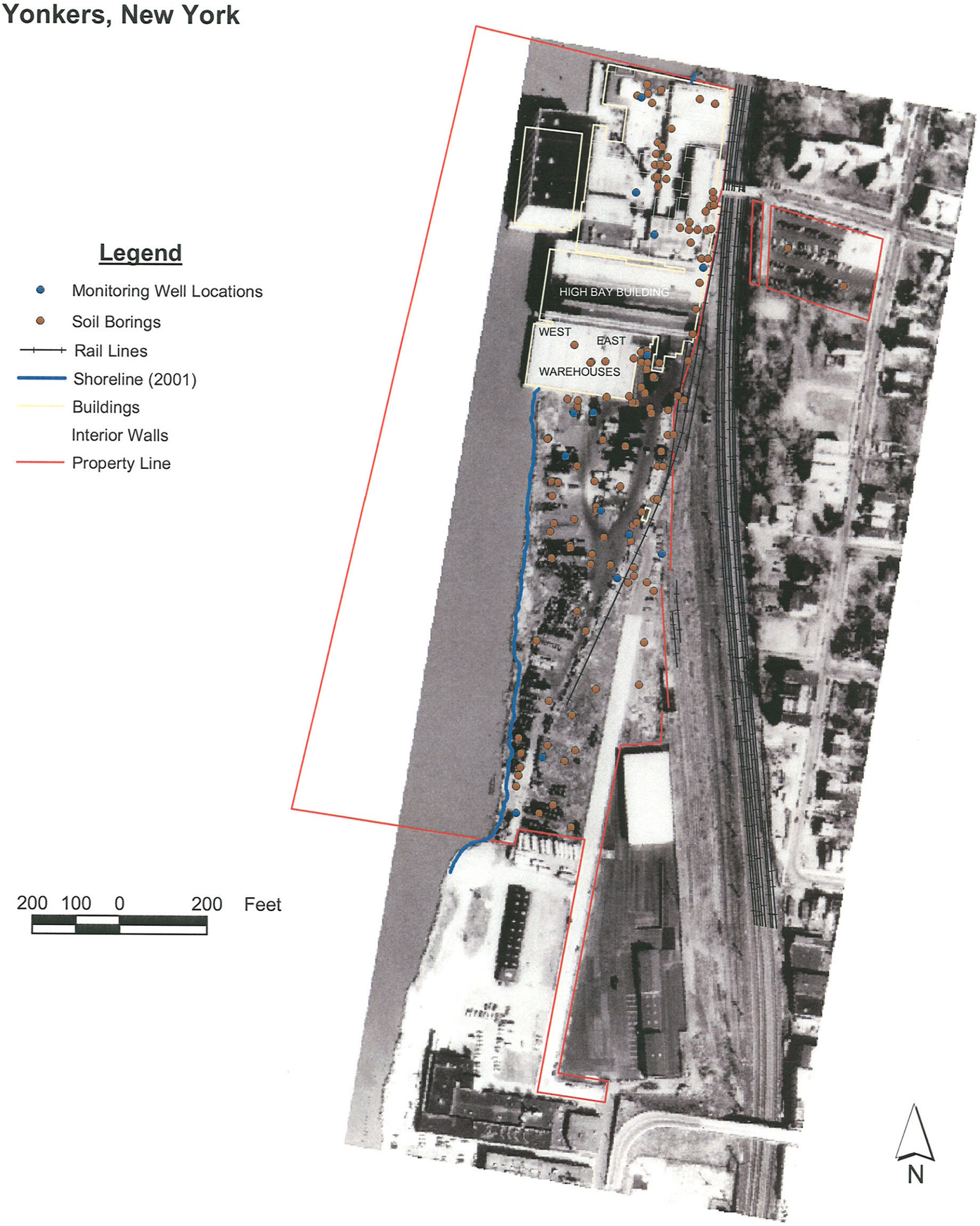


Legend

- Monitoring Well Locations
- Soil Borings
- Rail Lines
- Shoreline (2001)
- Buildings
- Interior Walls
- Property Line

200 100 0 200 Feet

Figure 1-12 Aerial Photograph - 1990
BICC Cables Corporation
Yonkers, New York



FW Re BICC
Sent: Wednesday, June 03, 2009 8:51 AM
Subject: FW: Re: BICC

From: Sally Dewes [mailto:sxdewes@gw.dec.state.ny.us]
Sent: Wednesday, September 10, 2008 9:32 AM
To: Chris Langewisch; Sui Leong
Cc: Steffan, Mike; Jeffery Trad; Michael Mason
Subject: Fwd: Re: BICC

The Department has received and reviewed the revised Remedial Excavation Work Plan, North Yard Soil Remediation dated August 21, 2008 (REWP), the Stormwater Pollution Prevention Plan dated August 28, 2008, and the Construction Health and Safety Plan dated August 29, 2008 (CHASP).

The Department has reviewed and commented on the CHASP on September 2, 2008 (email from Sally Dewes) and the REWP on September 2, 2008 (email from Jeff Trad).

The REWP, with the changes mentioned in the CHASP 9/2/08 email, and in accordance with Jeff Trad's 9/2/08 email, is hereby approved.

Please resubmit the entire final work plan with all the attachments (electronic and hard copy) to the Department by September 16, 2008.

If you have any questions or wish to discuss this further, please call or email.

Sally W.W. Dewes, P.E.
Bureau of Remedial Action B
New York State Dept. of Environmental Conservation
625 Broadway
Albany, NY 12233-7016

518-402-9768 (secretary)
518-810-6486 (cell)
518-402-9773 (fax)

Curt Schmidt

From: Chris Langewisch
Sent: Tuesday, September 08, 2009 3:28 PM
To: Curt Schmidt
Subject: FW: BICC - SPDES effluent limitations and monitoring requirements
Attachments: memo.C360051.2008-07-08.effluent limitations monitoring requirements.pdf

SPDES equivalency approval

-----Original Message-----
From: Sally Dewes [mailto:sxdewes@gw.dec.state.ny.us]
Sent: Tuesday, July 08, 2008 12:03 PM
To: Chris Langewisch; Sui Leong
Cc: Jeffery Trad; Michael Mason
Subject: BICC - SPDES effluent limitations and monitoring requirements

This is in response to the May 21,2008 letter requesting a SPDES Permit Equivalent for the BICC Cable Site Treatment System. Attached is the effluent criteria for the dewatering treatment system discharge to the Hudson River via a 9-inch discharge pipe identified in the June 16,2008 correspondence from Mr. Thomas Cassidy of Moretrench American Corporation.

Additional Condition (1) identifies the appropriate DER project managers as the place to send all effluent results, engineering submissions, and modification requests. The Regional Water Engineer should be kept appraised of the status of these discharges and, in accordance with the attached criteria, receive a copy of the effluent results for informational purposes.

If you have any questions, please call or email me or Mr. Bruce Terbush of the Div. of Water at (518) 402-8235.

Sally W.W. Dewes, P.E.
Bureau of Remedial Action B
New York State Dept. of Environmental Conservation
625 Broadway
Albany, NY 12233-7016

518-402-9768 (secretary)
518-810-6486 (cell)
518-402-9773 (fax)

Curt Schmidt

From: Jeffrey Trad [jetrad@gw.dec.state.ny.us]
Sent: Tuesday, June 23, 2009 3:40 PM
To: Chris Langewisch
Cc: Mike Steffan
Subject: Re: BICC Cables, 233 Alexander Street, Yonkers, NY 10701, North YardBackfill
Attachments: JA21148.PDF

Chris -

as we discussed, while this source has some analytical results for acetone, semivolatiles and metals, they levels are well below TAGM 4046 or Part 375 unrestricted use levels. Therefor the material is acceptable as clean backfill.

Call if you have any questions - Jeff

Jeffrey E. Trad, P.E.
625 Broadway, 12th Floor
Albany, NY 12233-7013
(518) 402-9814
FAX: (518) 402-9019
jetrad@gw.dec.state.ny.us

>>> Chris Langewisch <clangewisch@H2M.com> 6/23/2009 1:13 PM >>>

Jeff -

I have attached the analytical results for the crushed stone aggregate fill material from Thalle in Elmsford, New York. As we discussed earlier, Gramercy would like to use this material for backfill for the North Yard excavation with your approval. Please call me if you have any questions. Thanks for your assistance.

Chris

Curt Schmidt

From: Jeffrey Trad [jetrad@gw.dec.state.ny.us]
Sent: Friday, May 15, 2009 5:59 PM
To: Sally Dewes; Chris Langewisch
Cc: Mike Steffan; Sui Leong
Subject: Re: BICC North Yard backfill

Chris -

As we discussed this afternoon, the analytical results for the East Side Tunnel boring material were reviewed and is acceptable as clean backfill material.

Jeff

Jeffrey E. Trad, P.E.
625 Broadway, 12th Floor
Albany, NY 12233-7013
(518) 402-9814
FAX: (518) 402-9019
jetrad@gw.dec.state.ny.us

>>> Chris Langewisch <clangewisch@H2M.com> 5/15/2009 8:23 AM >>>
Jeff and Sally –

I have attached analytical and technical information for a proposed source for additional backfill material for the North Yard excavation for your approval. The source is virgin crushed rock removed from the East Side Tunnel boring project. Please contact me if you have any questions.

Chris

Curt Schmidt

From: Jeffery Trad [jetrad@gw.dec.state.ny.us]
Sent: Tuesday, September 09, 2008 2:30 PM
To: Sui Leong
Cc: Michael Mason; Sally Dewes; Chris Langewisch
Subject: Re: North Yard - Backfill Data

Hi Sui -

we reviewed the backfill results. still just as acceptable as when Sally reviewed it.

Thanks very much - Jeff

Jeffrey E. Trad, P.E.
625 Broadway, 12th Floor
Albany, NY 12233-7013
(518) 402-9814
FAX: (518) 402-9019
jetrad@gw.dec.state.ny.us

>>> Sui Leong <sleong@h2m.com> 9/4/2008 5:51 PM >>>
Jeff –
Attached is an electronic copy of the backfill analytical data that I provided to you at yesterday's meeting. Let me know if you have any questions or need anything else.
Sui

Sui Y. Leong, P.E., Vice President

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

SEP 19 2008

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

HFA Holdings, Inc./OPS, Inc.
86 Main Street
Yonkers, New York 10701
Attn: Robert A. MacFarlane, Manager

Re: Approval for Cleanup and Disposal of PCB Remediation Waste under 40 CFR §761.61(a), and Approval for Characterization and Verification Sampling under 40 CFR §761.61(c)

Dear Mr. MacFarlane:

This is in response to the June 23, 2008 notification of PCB cleanup, submitted by Gramercy Wrecking and Environmental Contractors, for remediation of soil and fill within the North Yard of the Former BICC Cables Site, located in Yonkers, New York. The proposed remediation plan was amended through submittal of additional information by Holzmacher, McLendon & Murrell, P.C. (H2M) in correspondence dated September 3, 2008 and September 10, 2008. Collectively, these documents will be referred to as the "Application".

The Application addresses areas of the North Yard that are to be excavated, to a maximum depth of 12 feet below grade, in accordance with the March 18, 2005, Record of Decision (ROD) issued by the New York State Department of Environmental Conservation. The Site contains PCB remediation waste that exceeds the cleanup levels specified under the federal PCB regulations at 40 CFR §761.61(a)(4).

With the exception of the characterization and verification sampling requirements under Subparts N and O of 40 CFR Part 761, the proposed removal of the PCB-remediation waste within the areas designated for excavation meets the self-implementing cleanup and disposal requirements under 40 CFR §761.61(a). Based on characterization sampling previously conducted, EPA finds that this sampling, in this proposed remediation context, is acceptable for delineating areas of PCB remediation waste to be addressed.

EPA also finds that H2M's plan for verification sampling is acceptable for implementing, within the excavation areas, a cap and deed restriction meeting the requirements of 40 CFR §761.61(a)(7) and (a)(8), respectively. EPA is approving the Application, so that the cleanup and disposal may proceed under 40 CFR §§761.61(a) and (c) and its Application, subject to this approval.

Should you have any questions concerning this matter, please contact James S. Haklar, Ph.D., of my staff, at (732) 906-6817.

Sincerely yours,

Dore LaPosta, Director
Division of Enforcement and Compliance Assistance

cc: Sally Dewes, NYSDEC
Debra L. Rothberg, Esq., DL Rothberg & Associates, P.C.

H2M

Engineers | Architects | Scientists | Planners | Surveyors

Holzmacher, McLendon & Murrell, P.C. | H2M Associates, Inc.
H2M Labs, Inc. | H2M Architects & Engineers, Inc.

119 Cherry Hill Road | Suite 200
Parsippany, New Jersey 07054
v 862.207.5900 f 973.334.0507
www.h2m.com

Via Federal Express

June 24, 2009

George Pavlou, Acting Regional Administrator
United States Environmental Protection Agency
Region 2
2890 Woodbridge Avenue
Edison, New Jersey 08837-3679

Re: Alternate Decontamination and Sampling Application
PCB Cleanup
Former BICC Cables Site
1 Point Street, Yonkers, New York

Dear Mr. Pavlou:

The USEPA approved the PCB Cleanup and Disposal at the above referenced site by letter dated September 19, 2008. This letter will serve as a request for Alternate Decontamination and Sampling Procedures in accordance with 40 CFR 761.79(h) in order to include the additional scope of work detailed below.

There are three main areas where decontamination is required where the PCB remediation waste has contacted surfaces and/or equipment:

1. Steel sheet piles surrounding the excavation;

2. Excavating and loading equipment that was used to move the PCB soil, and;

3. The asphalt loading area where some spillage of PCB soil occurred during loading of rail cars.

In accordance with 40 CFR 761.79(h), we are proposing to address decontamination of each of these areas is as follows:

1. Steel Sheet Piles

Decontamination: Equipment used in the remediation will be decontaminated in accordance with the requirements of 40 CFR 761.79. We are proposing a decontamination procedure as allowed in 761.79 (b) that will attain the standard of 10 ug/100 sq cm as stated in 761.79(b)(3)(i)(A) using a standard wipe test described in 761.123. We believe the following procedure will effectively decontaminate the steel sheet piles used to stabilize the excavation and allow dewatering of the excavation so that material could be removed down to a depth of 12 feet below grade. The decontamination will be performed on a decon pad constructed to accommodate the sheet piles and configured so that rinsate will be collected and

treated via the on-site ground water treatment system. A hot-water high-pressure power washer will be utilized to thoroughly scour all surfaces of the sheet piles. Wipe samples will be collected from surfaces of the sheet piles to provide a representative residual PCB concentration after decontamination procedures have been performed. Each steel sheet is 45 feet long, and approximately 3 feet wide. One wipe sample will be obtained from each individual sheet pile over an area of 100 sq cm, and every 3 samples will be composited in accordance with 40 CFR 761.312 for analysis, yielding one composite analysis for every 3 sheet piles, or approximately 10 linear feet. This will result in a total of approximately 100 wipe sample analyses for the sheet piles. Each sample will be analyzed at an ELAP certified laboratory in accordance with 761.123.

2. Excavating and Loading Equipment:

Decontamination: Equipment used in the remediation will be decontaminated in accordance with the requirements of 40 CFR 761.79. We are proposing a decontamination procedure as allowed in 761.79(b) that will attain the standard of 10 ug/100 sq cm as stated in 761.79(b)(3)(i)(A) using a standard wipe test described in 761.123. We believe the following procedure will effectively decontaminate equipment used to excavate and load the PCB contaminated soil. CAPSUR, a product manufactured by Integrated Chemistries, Inc. will be used in solution, as directed by the manufacturer, to wash the heavy equipment and where necessary, sampling equipment and other non-disposables. The wash will be followed by a rinse stage. The equipment will then be power washed with a high-pressure, hot-water power-washer. The heated water will be effective in removing any potentially oily residue that may remain from contact with the soil. The power washing will be performed on a decon pad constructed to accommodate the excavation equipment and configured so that rinsate will be collected and treated via the on-site ground water treatment system. Wipe samples will be collected from surfaces of the equipment utilized to provide a representative residual PCB concentration after decontamination procedures have been performed. At least one sample will be collected from each unique portion of the equipment in contact with soil in the excavation areas. An additional sample will be collected from another unique surface of the equipment where there is potential for particulate accumulation.

To clarify the proposed procedure the following example is provided for a tracked excavator: Upon removal of the PCB contaminated soil with concentrations greater than 50 ppm, the excavator will be positioned on the decontamination pad. A solution of CAPSUR and water will be applied to the entire excavator, including bucket and tracks, with a dedicated high pressure, low volume pressure washer and allowed to dwell on all surfaces for a minimum of five minutes. The CAPSUR solution will then be rinsed with water using a high-pressure power washer until the CAPSUR wash has been removed based on visual determination. A wipe sample over an area of 100 sq cm will then be collected from each of the following: one of the track segments, the bucket and a third surface with the potential to have collected dust during the excavation procedure. Each sample will be analyzed at an ELAP certified laboratory in accordance with 761.123. This procedure will be repeated as necessary to decontaminate equipment in contact with all PCB contaminated soils during each phase of the cleanup project.

3. Asphalt-Covered Loading Area

We are proposing a decontamination procedure in accordance with 761.79(h). We believe the following procedure will effectively decontaminate the asphalt-covered loading area adjacent to the rail siding on-site. A solution of CAPSUR and water will be applied to the entire loading area pavement, with a dedicated high pressure, low volume pressure washer and allowed to dwell on the asphalt surface for a minimum of five minutes. The CAPSUR solution will then be rinsed with water using a high-pressure power washer until the CAPSUR wash has been removed based on visual determination. The rinsate will be drained by gravity and directed by pressure wash and booms to the decon pads constructed to accommodate the excavation equipment and configured so that rinsate will be collected and treated via the on-site ground water treatment system. Following washing, the area will be visually inspected to insure that there is no evidence of residual material remaining from loading operations.

We greatly appreciate the responsiveness of EPA in expediting previous approvals for this Site, and hope that this proposal will be acceptable pending your review of this alternate decontamination and sampling application letter. Your continued diligence to allow the scheduled cleanup to proceed without delay is further appreciated.

Thank you again for your assistance and prompt attention to this matter. If you have any questions, please feel to call me at (862) 207-5900, ext. 2222.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Christopher C. Langewisch
Senior Project Manager

Enclosures: CAPSURE Aqueous-based solvent information

cc: James Haklar, Ph.D., USEPA Region 2
Sally Dewes, P.E., NYSDEC
Jeff Trad, P.E., NYSDEC
Debra L. Rothberg, Blackacre Partners OPS, LLC
Paul Adler, Blackacre Partners OPS, LLC
Vincent Parziale, Gramercy Group, Inc.
Roger Pennifill, AIG
Sui Leong, P.E., H2M

From: Sally Dewes [mailto:sxdewes@gw.dec.state.ny.us]
Sent: Wednesday, September 10, 2008 9:32 AM
To: Chris Langewisch; Sui Leong
Cc: Steffan, Mike; Jeffery Trad; Michael Mason
Subject: Fwd: Re: BICC

The Department has received and reviewed the revised Remedial Excavation Work Plan, North Yard Soil Remediation dated August 21, 2008 (REWP), the Stormwater Pollution Prevention Plan dated August 28, 2008, and the Construction Health and Safety Plan dated August 29, 2008 (CHASP).

The Department has reviewed and commented on the CHASP on September 2, 2008 (email from Sally Dewes) and the REWP on September 2, 2008 (email from Jeff Trad).

The REWP, with the changes mentioned in the CHASP 9/2/08 email, and in accordance with Jeff Trad's 9/2/08 email, is hereby approved.

Please resubmit the entire final work plan with all the attachments (electronic and hard copy) to the Department by September 16, 2008.

If you have any questions or wish to discuss this further, please call or email.

Sally W.W. Dewes, P.E.
Bureau of Remedial Action B
New York State Dept. of Environmental Conservation
625 Broadway
Albany, NY 12233-7016

518-402-9768 (secretary)
518-810-6486 (cell)
518-402-9773 (fax)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

SEP - 9 2009

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

HFA Holdings, Inc./OPS, Inc.
86 Main Street
Yonkers, New York 10701
Attn: Robert A. MacFarlane, Manager

Re: Approval for Alternate Decontamination and Sampling under 40 CFR §761.79(h)

Dear Mr. MacFarlane:

This is in response to the June 24, 2009 Alternate Decontamination and Sampling Application (Application) prepared by Holzmacher, McLendon & Murrell, P.C. (H2M) for the Former BICC Cables Site (the Site) located in Yonkers, New York. PCB contamination at the Site is being remediated pursuant to the U.S. Environmental Protection Agency's (EPA's) September 19, 2008 PCB cleanup and disposal approval (as modified by EPA on December 24, 2008).

The Application describes a request for approval of a decontamination standard of 10 micrograms per 100 square centimeters (i.e., the unrestricted use standard for non-porous surfaces previously in contact with liquid PCBs) for decontaminating steel sheet piles using a hot water, high pressure power washer. For heavy equipment (i.e., excavating and loading equipment) as well as sampling equipment and other non-disposables, the Application requests approval of the use of "CAPSUR" (a product used for PCB spill cleanups that is manufactured by Integrated Chemistries, Inc.) along with the use of the hot-water, high pressure power washer to achieve a decontamination standard of 10 micrograms per 100 square centimeters. Additionally, the Application also requests approval for the use of CAPSUR and a high pressure power washer to clean an asphalt covered loading area to a visual standard of "no evidence of residual material remaining from loading operations".

Based on the information provided in the Application, EPA finds that the proposed procedures and standards are acceptable for performing the decontamination activities described above. EPA is approving the Application, and decontamination activities may proceed under 40 CFR §761.79 (h) and the Application, subject to this approval.

Should you have any questions concerning this matter, please contact James S. Haklar, Ph.D., P.E., of my staff, at (732) 906-6817.

Sincerely yours,

Dore LaPosta, Director
Division of Enforcement and Compliance Assistance

cc: Sally Dewes, New York State Department of Environmental Conservation

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
2890 WOODBRIDGE AVENUE
EDISON, NEW JERSEY 08837-3679

DEC 24 2008

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

HFA Holdings, Inc./OPS, Inc.
86 Main Street
Yonkers, New York 10701
Attn: Robert A. MacFarlane, Manager

Re: Former BICC Cables Site, Yonkers, New York

Dear Mr. MacFarlane:

This letter is in response to the December 12, 2008 correspondence from Holzmacher, McLendon & Murrell, P.C. (H2M) regarding a request for modification of the U.S. Environmental Protection Agency's (EPA's) September 19, 2008 PCB cleanup and disposal approval for the Former BICC Cables Site. The proposed modification was amended through submittal of additional information by H2M in electronic correspondence dated December 16, 2008. Collectively, these documents will be referred to as the "Modified Application".

The Modified Application addresses the characterization and disposal of soil (at a depth of 12 to 20 feet below grade) that will be excavated to facilitate installation of steel sheeting. Please be advised that EPA has reviewed information provided in the Modified Application, and finds that it is consistent with the Agency's September 19th approval. EPA is therefore approving the Modified Application, so that the cleanup and disposal of PCB remediation waste may continue under the September 19th approval and the Modified Application, subject to this approval.

Should you have any questions, please contact James S. Haklar, Ph.D., of my staff, at (732) 906-6817.

Sincerely yours,

Daniel Kroft for

Kenneth S. Stoller, P.E., QEP, DEE
Chief
Pesticides and Toxic Substances Branch

cc: Jeffrey Trad, New York State Department of Environmental Conservation
Debra L. Rothberg, Esq., DL Rothberg & Associates, P.C.

H2M

Engineers | Architects | Scientists | Planners | Surveyors

Holzmacher, McLendon & Murrell, P.C. | H2M Associates, Inc.
H2M Labs, Inc. | H2M Architects & Engineers, Inc.

119 Cherry Hill Road | Suite 200
Parsippany, New Jersey 07054
v 862.207.5900 f 973.334.0507
www.h2m.com

Via Federal Express

December 12, 2008

Kenneth S. Stoller, P.E., QEP, DEE
United States Environmental Protection Agency
Region 2
2890 Woodbridge Avenue
Edison, New Jersey 08837-3679

Re: *Modification Request*
Approval of PCB Cleanup
Former BICC Cables Site
1 Point Street, Yonkers, New York

Dear Mr. Stoller:

The USEPA approved the PCB Cleanup and Disposal at the above referenced site by letter dated September 19, 2008. This letter will serve as a request for modification of that approval in order to include the additional scope of work detailed below.

In order to effectively install the steel sheeting at the North Yard excavation, it has become necessary to excavate past debris along the sheeting perimeter to remove obstructions that cause refusal of the sheeting. The excavation must extend past 12 feet below grade to a depth of 20 feet below grade. Since the ROD specifies that only soils 12 feet deep or less must be removed, the soils from 12 feet to 20 feet below grade have not yet been tested for waste characteristics.

For management of the excavated materials from 12 feet to 20 feet below grade, the following protocol is proposed:

Since the material being excavated consists of a narrow strip of material which follows the perimeter of the 8 to 12 feet deep excavation area (Figure enclosed), each section of pilot excavation for the sheeting below 12 feet will be managed as a 'linear grid', that is, every 500 cubic yards of material will be treated as one grid square because this is the protocol that was previously approved by EPA to characterize both the soil within the excavation and the concrete overlying the excavation on a volumetric basis. Since the excavator bucket is 4 feet wide, and the maximum depth of the excavation is anticipated at 20 feet bg, then the maximum thickness of uncharacterized material will be 8 feet (20'-12'). This results in an area of 32 square feet. Therefore, for a trench area 4' wide and 8' deep (8' below the 12' depth) you will get approximately 1.19 cubic yards of material per linear foot. Therefore, approximately 425 linear feet will approximately equal 500 cubic yards. The first 425 linear feet will be segregated as one grid, and the next 425 linear feet will be treated as a second grid. The material along each excavation line from below 12' will be sampled as it is exposed in the trench, with one sample being obtained approximately every 85 linear feet, which will yield five (5) samples per every 500 cubic yards which will then be composited into one sample for lab analysis for PCBs, TCLP Lead, and, if PCBs are <50, Full TCLP and RCRA characteristics.

Each linear 'grid' will be staged in its own separate 500 cubic yard stockpile within the interior limits of the excavation on double sheets of 6 mil plastic and will be covered by same pending the receipt of analytical results. Upon receipt of analytical results, the material will be moved into the appropriate staging area for disposal or Lead stabilization and disposal if necessary.

This proposal is identical with the waste characterization sampling already approved by EPA for the site on a volumetric basis, as waste characterization plans using five samples to form one composite for analysis for every 500 cubic yards was approved by EPA for both the soils and the concrete. As I discussed with James Haklar of your office, we have already discussed this proposal with NYSDEC, and NYSDEC is in general agreement with the concept pending USEPA approval. In addition, we wish to proceed with sheeting installation without further delay in order to avoid work delays in cleanup of the site. Therefore, EPA's prompt attention to this matter is greatly appreciated.

We greatly appreciate the responsiveness of EPA in expediting previous approvals for this Site, and hope that this proposal will be acceptable pending your review of this modification request letter. Your continued diligence to allow the scheduled cleanup to proceed without delay is further appreciated.

Thank you again for your assistance and prompt attention to this matter. If you have any questions, please feel to call me at (862) 207-5900, ext. 2222.

Very truly yours,

HOLZMACHER, McLENDON & MURRELL, P.C.

Christopher C. Langewisch
Senior Project Manager

Enclosures: Proposed Sample Location map

cc: James Haklar, Ph.D., USEPA
Sally Dewes, P.E., NYSDEC
Robert J. Cozzy, P.E., NYSDEC
Michael Mason, P.E., NYSDEC
Jeff Trad, P.E., NYSDEC
Michael Rivara, c/o Anthony Perretta, NYSDOH (2 copies)
Rosalie K. Rusinko, Esq., NYSDEC
Janet E. Brown, P.E., NYSDEC Region 3
David Ashton, NYSDOS
Debra L. Rothberg, Blackacre Partners OPS, LLC
Paul Adler, Blackacre Partners OPS, LLC
Vincent Parziale, Gramercy Group, Inc.
Roger Pennifill, AIG
Robert MacFarlane, HFA
Sui Leong, P.E., H2M

PHILIP A. AMICONE
MAYOR

JOHN P. MEYER
COMMISSIONER

FIFTH FLOOR
YONKERS, NEW YORK 10701
(914) 377-6580
FAX (914) 377-6545

DEPARTMENT OF HOUSING AND BUILDINGS
CITY OF YONKERS

Hearing Report

Date: 02/03/09

Time: 9:15AM

Place: DHB

Address: 42 WATERSENT AKA 1 POINT ST. Block: 7603 Lot: 01

Name of Owner: YOUR CITY 1 LLC (DANIEL D. TARTAGLIA)

Address of Owner: 800 WESTCHESTER AVE. - SUITE 542 RYE BROOK N.Y. 10573

Representative in Attendance: MR. TARTAGLIA - MR. ROSEN

Regarding Violation(s): AS PER ATTACHED.

Others Attending: L. DONOHUE

Previous Hearings Held:

Date of Notices Sent: 01/07 - 01/13 & 01/20/09

Determination of the Hearing Officer: WORK CAN RESUME UPON PAYMENT OF "STOP WORK ORDER". NO ADDITIONAL WORK TO BE DONE UNTIL ALL NECESSARY PLANS ARE SUBMITTED & APPROVED BY ENGR. DEPT. ONLY REMOVAL OF DIRT PERMITTED.

Dated: 02/03/09 Hearing Officer: Mark Foley

Reinspection Results:

Dated:

Initials

Inspector

DANIEL D. TARTAGLIA
YOUR CITY 1 LLC
(AGENT)
914-282-0203
(cell #)

PHILIP A. AMICONE
MAYOR

JOHN P. MEYER
COMMISSIONER

FIFTH FLOOR
YONKERS, NEW YORK 10701
(914) 377-6500
FAX (914) 377-6545

DEPARTMENT OF HOUSING AND BUILDINGS
CITY OF YONKERS

Hearing Report

Date: 02/03/09

Time: 9:15AM

Place: DHB

Address: 42 WATERSIDE AKA 1 POINT ST. Block: 7603 Lot: 01

Name of Owner: YOUR CITY I LLC (DANIEL D. TARTAGLIA)

Address of Owner: 800 WESTCHESTER AVE. - SUITE 542
RYE BROOK N.Y. 10573

Representative in Attendance: MR. TARTAGLIA - MR. ROSEN

Regarding Violation(s): AS PER ATTACHED.

Others Attending: L. DONOHUE

Previous Hearings Held:

Date of Notices Sent: 01/07 - 01/13 & 01/20/09

Determination of the Hearing Officer: WORK CAN RESUME UPON PAYMENT OF "STOP WORK ORDER". NO ADDITIONAL WORK TO BE DONE UNTIL THE NECESSARY PLANS ARE SUBMITTED & APPROVED BY ENGR. DEPT. ONLY REMOVAL OF DIRT PERMITTED.

Dated: 02/03/09 Hearing Officer: Mark Foley

Reinspection Results:

Dated:

Initials

Inspector:

DANIEL D. TARTAGLIA
YOUR CITY I LLC
(AGENT)
914-282-0203
(cell #)

PHILIP A. AMICONE
MAYOR

JOHN P. MEYER
COMMISSIONER

87 Nepperhan Avenue, 5th Floor
Yonkers, New York 10701
Building Tel.: (914) 377-6500
Fax: (914) 377-6545
Housing Tel.: (914) 377-6536
Fax (914) 377-6496

DEPARTMENT OF HOUSING AND BUILDINGS
CITY OF YONKERS

January 20, 2009

RE: 2/03/09

Daniel D. Tartaglia
Project Manager
Your City, LLC
29 Brookridge Ct.
Rye Brook, New York 10573

RE: 42 Water Grant AKA 1 Point St.
Block: 2603
Lot: 1

Dear Sir:

Your are herewith directed to appear in the 5th floor office, Department of Buildings, 87 Nepperhan Avenue, for a hearing with Matthew Foley, Senior Building Inspector, on **February 2, 2009** at **9:00 AM.**

The purpose of this hearing is to discuss the letter dated January 13, 2009 a copy of which is attached.

If you have any questions regarding this matter feel free to contact Lawrence Donohue, Building Inspector, at (914) 377-6514 between the hours of 8:30 – 9:30 AM and 3:30 – 4:30 PM Monday through Friday.

Very truly yours

Lawrence Donohue
Sr. Building Inspector

LD/ld

Cc: Plan File
Building File
R.Ciamarra
M.Foley

PHILIP A. AMICONE
MAYOR

JOHN P. MEYER
COMMISSIONER

87 Nepperhan Avenue, 5th Floor
Yonkers, New York 10701
Building Tel.: (914) 377-6500
Fax: (914) 377-6545
Housing Tel.: (914) 377-6536
Fax (914) 377-6496

DEPARTMENT OF HOUSING AND BUILDINGS
CITY OF YONKERS

January 13, 2009

GRAMMERCY GROUP, INC.
123 FROST STREET
WESTBURY, NY 11590

RE: 42 WATER GRANT, Yonkers, New York 10701
Block 2630, Lot 1
ZONE: I

Dear Sir or Madam

In accordance with Special Condition(s) on building Permit 2008304B003. Issued October 30, 2008 at the above referenced location, please be advised that you are not to proceed with any further work until the requirements of the condition (s) are satisfied.

- Please see attached letter dated January 7, 2009

Section 55-12© (3) Stop-work orders.

A. A stop-work order may be issued whenever the Commissioner has reasonable grounds to believe that work is being performed in violation of the provisions of the N.Y. Uniform Code, this chapter, or applicable statues, laws, codes, ordinances, rules or regulations, or not in conformity with the representations in the application, plans or specifications on the basis of which a permit, license, approval or certificate was issued, or whenever work is performed in an unsafe and dangerous manner.

Failure to comply immediately will result in legal proceedings against you which may result in a fine of up to $1,000 per day and/or the revocation of your permit by this department.

Very truly yours,

Lawrence Donohue

Sr. Building Inspector
Lawrence Donohue

LD/ld

cc: W.Schnieder
R.Ciamarra
Plan File
Building File
M.Foley
Job File

PHILIP A. AMICONE
MAYOR

JOSEPH J. MORAN
CITY ENGINEER

CITY HALL - ROOM 315
YONKERS, NEW YORK 10701-3872
(914) 377-6210
FAX (914) 377-6215

DEPARTMENT OF ENGINEERING
CITY OF YONKERS

January 7, 2009

Mr. Chris Langewisch
H2M Group
119 Cherry Hill Road, suite 200
Parsippany, N.J. 07054

RE: Proposed Contaminated Soil Removal Operation Permit Application #6288
42 Water Grant – (Blocks 2625 & 2630 Lots 17 & 1) Yonkers

Dear Mr. Langewisch:

Field investigations by this office confirmed that the 42" diameter RCP storm drain sewer that crosses the above referenced project is active and carries stormwater runoff from City of Yonkers roadways east of the Metro North railroad tracks. Upon a field inspection on Monday (1/5/09) of this site, the western portion of this drain line has been damaged and removed. The designer of record must provide this department with the proposed method of repairing the damaged section of the drain line and the method of protecting/supporting the entire line during the proposed excavation. The Yonkers Department of Housing and Building has been instructed to suspend all work within the vicinity of this drain line until the requested information is reviewed and approved by this office.

If you have any questions, please contact me at (914) 377-6210.

Sincerely,

James J. Moran, P.E.
Senior Professional Engineer/Stormwater Management Officer

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cc: Joseph Moran, P.E./City Engineer
John Meyer, P.E./Building Commissioner
William Schneider, P.E./Assist. Building Commissioner

CITY OF YONKERS
87 NEPPERHAN AVENUE
YONKERS, N.Y. 10701

STOP WORK

ORDER

LEGAL NOTICE

EACH PERMIT REQUIRED, WORK DONE WITHOUT A PERMIT $100.00 IS DUE EACH PERMIT UPON FILING PERMIT APPLICATION(S), PLUS REGULAR IT FEES. (Section 56-19.1)

ATION: 42 WATERGRANT

CK: 2630 **LOT:** 1

mises have been inspected and the following condition(s) and/or indicated work is not approved:

& SECTION	DESCRIPTION	
	☐	DEMOLITION
	☐	GENERAL CONSTRUCTION
	☐	CONCRETE / MASONRY
	☐	FOOTINGS
	☐	FRAMING
	☐	DRAINAGE
	☐	CHIMNEY
	☐	PLUMBING
	☐	ELECTRICAL
	☐	H.V.A.C.
	☐	ELEVATOR, ETC.
	☐	PERMIT NOT POSTED
ew Storm Drain.	☒	OTHER

relating to the above violation shall proceed without first obtaining APPROVAL *of the proposed corrective action Department of Housing and Buildings. Continued work without proper authorization shall be deemed a deliberate l violation of the Codes of the City of Yonkers and violators may be subject to further legal actions.*

- NOTE -

am DRAIN BROKEN AS A RESULT OF EXCAVATION

Date

Code Enforcement Officer

NOTICE IS NOT TO BE REMOVED EXCEPT AS AUTHORIZED BY THE ISSIONER OF HOUSING AND BUILDINGS.

Lawrence Donohue

From: James Moran
Sent: Tuesday, January 20, 2009 3:00 PM
To: William Schneider
Cc: Manuel Obalde; Lawrence Donohue; Joseph Moran
Subject: 42 Water Grant(application #6288)

A field meeting was held today at 2:00pm at the above project (Blk 2625 & 2630 lots 17 & 1) regarding the applicants' plan for the repair and protection of the existing 42" RCP City storm sewer. No method of either repair or support of the pipe was proposed. Please make sure that the sheet pile installation which is continuing does not proceed closer than 30' of the drain line.

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MAYOR

JOHN P. MEYER
COMMISSIONER

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DEPARTMENT OF HOUSING AND BUILDINGS
CITY OF YONKERS

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Very truly yours,

Lawrence Donohue

Sr. Building Inspector
Lawrence Donohue

LD/ld

cc: W.Schnieder
R.Ciamarra
Plan File
Building File
M.Foley
Job File

RE: 1/20/09

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MAYOR

JOSEPH J. MORAN
CITY ENGINEER

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DEPARTMENT OF ENGINEERING
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January 7, 2009

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cc: Joseph Moran, P.E./City Engineer
John Meyer, P.E./Building Commissioner
William Schneider, P.E./Assist. Building Commissioner

DEPARTMENT OF BUILDINGS
CITY OF YONKERS, NY 10701
87 NEPPERHAN AVENUE

3/16/09

DEMOLITION PERMIT

NOTE: THIS DEMOLITION PERMIT HAS BEEN EXTENDED FOR NINETY (90) DAYS EXPIRING DECEMBER 9, 2008.

APPLICATION NUMBER: D0000073 APPLICATION DATE: 12/09/2005 JOHN P. MEYER, COMM.
PERMIT NUMBER: 2005343D001 EXPIRATION DATE: 12/09/2006
ZONE DISTRICT: I BLOCK 2630 LOT 1

NOTE: THIS DEMOLITION PERMIT HAS BEEN EXTENDED FOR NINETY (90) DAYS EXPIRING MARCH 16, 2009.

Permission is granted to owner or lessee: CABEEC CORPORATION to demolish a four (4) story masonry building.

JOHN P. MEYER, COMMISSIONER

JOB ADDRESS: 42 WATER GRANT A/K/A 1 POINT STREET

In accordance with approved plans and as specified in the application on file at the office of the Department of Buildings and in accordance with all applicable city ordinances and state laws affecting such construction.

CONDITIONS: Owner or Lessee accepts permit and is required to comply with all conditions listed below. Any waiver from the conditions listed must be made by the owner or lessee, prior to any work listed under this permit. *IMPORTANT*, PLEASE READ: UPON RECEIVING BUILDING PERMIT, NO WORK SHALL BEGIN UNTIL OWNER,CONTRACTOR, LESSEE, LESSOR CONTACTS BUILDING INSPECTOR MANUEL A OBALDE, 914-377- 6551. This Permit is issued because of the owner's or applicant's representation that the building or structure herein described shall be built in accordance with the State Uniform Fire Prevention and Local Law, the Zoning Law, the Multiple Residence Law, and any other ordinances affecting buildings or their use and that the statements contained in the application or information required by the Department of Buildings are true. In the event that the building or structure is not built in accordance with the State Uniform Fire Prevention Code, Local Laws, the Zoning Law, the Multiple Residence Law, and other ordinances affecting building or their use, or in the event that any of the statements of the applicant are not true, then this Permit shall be deemed REVOKED and no notice of revocation need be given.

It shall be unlawful to engage in an asbestos project unless and until satisfactory proof of compliance with Article 30 of the Labor Law of the State of New York is filed with the Department of Buildings.

This permit is for 90 days; Building to be substantially completed within this time or the Department of Housing and Buildings reserves the right to enter upon the premises and to remove the structure under Article 9 proceedings.

All work to be done in accordance with Westchester County Best Management Practices Manual.

Section 66-4F Code of the City of Yonkers. Construction, repair and demolition: operating or permitting the operation of any tool or equipment used in construction, repair, demolition or excavation between the hours of 6:00 p.m. and 7:00 a.m. the following day or at any time on weekends or legal holidays. Such operation does not constitute a violation if the tool or equipment is used in an emergency situation or if the tool or equipment is equipped with a functioning muffler or if the operator is issued a variance pursuant to Article II of this chapter.

John P. Meyer, Commissioner
Dept. of Housing & Buildings

POST IN A CONSPICUOUS PLACE