

New York Regional Office

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File: ME White Plains
Clayton VST
ENVIRONMENTAL
CONSULTANTS

April 25, 1997

Privileged and Confidential

Klaus M. Ziermaier, Esq.
FEDERATED DEPARTMENT STORES, INC.
7 West Seventh Street
Cincinnati, OH 45202

Clayton Project No. 40-97140.00

**Re: Macy's Department Store - White Plains, New York
Closure of Underground Storage Tanks
Installation of Aboveground Storage Tank**

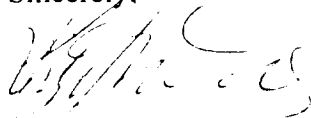
Dear Mr. Ziermaier:

Clayton Environmental Consultants, Inc. is pleased to provide Federated Department Stores, Inc. three copies of its report on the above mentioned project.

Please provide a copy of the report to Mr. Bob Gorman - Director, Environmental Health and Safety of Federated Department Stores, Inc.

It has been a pleasure to provide our services to Federated Department Stores, Inc. If you require further information, please call me at (908) -225-6040.

Sincerely,



Kirit H. Vora
Vice President
Director, Corporate Accounts
Environmental Health and Safety
New York Regional Office

SB/ow

Attachments

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FUEL OIL TANK UPGRADE PROJECT REPORT

**Tank Closure and Installation
at
Macy's Department Store
Galleria Mall
100 Main Street
White Plains, New York**

Prepared for:

**Macy's East Inc.
151 West 34th Street
New York, New York 10001**

Project No. 40-97140.00

Prepared by:

**Clayton Environmental Consultants, Inc.
160 Fieldcrest Avenue
Raritan Center
Edison, New Jersey 08837**

April 25, 1997

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Appendix E --	Project Completion Documentation
Appendix F --	AST and Accessories, Specification and Information

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1.0 EXECUTIVE SUMMARY

Macy's East, Inc. (Macy's) retained Clayton Environmental Consultants, Inc. (Clayton), to provide environmental engineering services for the closure of two 10,000-gallon underground storage tanks (USTs) and the installation of a 1,000-gallon aboveground storage tank (AST) at Macy's Department Store located at Galleria Mall, White Plains, New York. The scope of Clayton's services is described in its proposal, dated October 23, 1996, which included the terms and conditions under which the work was performed.

Clayton prepared and secured the regulatory requirements regarding the project by December of 1996. The field activities were conducted on January of 1997 during which the two USTs were abandoned in place. The procedure consisted of emptying, cleaning, and filling them with concrete slurry. The new AST was installed at the southeast corner of the loading area and was connected to the existing heating system. Final permits from New York State Department of Environmental Conservation and White Plains Building Department were obtained following the completion of the work.

The USTs closure and AST installation was performed in compliance with all applicable regulations, codes, and standards. Therefore, no further action is required regarding the tank system at this location. Please refer to the report for further details.

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2.0 INTRODUCTION

Macy's Department Store (Macy's) has been using No. 2 fuel oil for the heating system. The fuel oil was stored inside the two USTs at the loading area. In recent years, the facility has been relying on natural gas as its primary heating source, and the two USTs were used as a secondary back system.

Macy's decided to close the two USTs and install a small AST as a back up system at the facility. The upgrading of the USTs required under the upcoming 1998 Federal regulations and the fact that the natural gas has been the primary heating source were the bases for this decision. The action eliminated the need for compliance with the 1998 federal regulations regarding the UST upgrading, while the availability of a secondary source at the facility made it qualified for the interrupted rates from the natural gas company resulting in an overall savings in heating cost. The scope of work described in the contract is included in Appendix A.

3.0 PROJECT SITE DESCRIPTION

The Galleria Mall is located at 100 Main Street, White Plains, New York. Macy's Department Store (Store) is at the northeast section of the Mall. Court Street is on the east and Main Street is on the north side of the Store. The west and south boundaries of the Store are retail stores, occupied by commercial tenants.

The two USTs are located at the entrance of the loading and parking areas. Access to this area is from Main Street. The loading and parking area is at the street level and is "L" shaped. The pump room for the heating system is at the northeast of the loading area, and the sprinkler room is next to pump room. The location of the new AST, southeast of the loading area, was proposed by Clayton and approved by Macy's representatives familiar with the store operation.

The two USTs were installed in 1979 on a concrete pad, and were constructed of steel with an exterior asphalt coating on both tanks. According to the drawings found at the stores engineer's office, as well as field observations, the USTs were not vaulted and did not have an overflow protection system. However, they were equipped with fuel oil level gauges, located at the security office. A plan view and section of the USTs, as presented on the blue prints found at Store's engineer office, are included in the figure section of this report.

Clayton inspected the site at the beginning the project. Also, thorough interior inspection of the USTs were performed during the field activities. The objectives of the inspection were to identify the presence or likely presence of any petroleum products on the property under conditions that indicate an existing or a past release of petroleum products into the structures on the property or in the ground. New York State Department of Environmental Conservation

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(NYSDEC), Region 3 and The City of White Plains, Building Department were contacted regarding any documented past release of petroleum products at the facility. Clayton's inspection and investigation revealed that there have been no past records, present signs and/or evidence of any leak or spill associated with the USTs.

4.0 REGULATORY REQUIREMENTS

Clayton identified, prepared, and secured all necessary notifications, registrations, and permits from regulatory agencies and local authorities prior to project start-up. The regulatory agencies involved included New York State Department of Environmental Conservation (NYSDEC) Petroleum Storage Facilities Division and the City of White Plains Building Department. Since the heating oil is used for consumption at the facility, federal regulations do not apply.

4.1 NEW YORK STATE REGULATIONS

The presence of two 10,000-gallon USTs containing heating oil required the facility to comply with the provisions of Part 612-614 of NYSDEC regulations regarding the Petroleum Storage Facilities. The facility was registered with NYSDEC and the registration number is 3-173665. These regulations require the owner or operator of a facility to notify the NYSDEC within 30-days prior to "substantial modification" of the facility. Tank closure or installation are defined by regulation as substantial modification.

Clayton prepared the application and notified NYSDEC Region 3 of the facility modification, including the in-place closure of the two USTs and installation of the new AST. Upon closure of the two USTs, the remaining petroleum storage tanks included the new 1,000-gallon AST at the loading area, and a small 100-gallon tank at the penthouse. Since NYSDEC Part 612-614 apply only to facilities with total capacity of 1,101 gallons or more, the facility became "unregulated" by NYSDEC upon completion of the project.

4.2 WHITE PLAINS BUILDING DEPARTMENT

The City of White Plains Building Department is the local authority with jurisdiction of construction related activities, including petroleum storage tank closure and installation. It requires a permit application be filed prior to the project start up. Clayton applied for a permit from White Plains Building Department, and provided it with the information, plans and specifications, and obtained the approval prior to the project start up. The White Plains Building Department requires compliance with the National Fire Protection Association (NFPA) 31 Standards for installation of oil burning equipment.

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Copies of the NYSDEC and White Plains Building Department correspondence are included in Appendix B of the report.

5.0 FIELD ACTIVITIES

The field activities started on January 13, 1997. Site activities were performed in accordance with the Occupational Safety and Health Administration (OSHA) standards Title 29 CFR 1910 and 1926, and in accordance with other applicable federal, state, and local authority's regulations. Copies of the site activities daily logs are included in Appendix C. Also a copy of the project/site specific Health and Safety Plan (HASP), prepared by Clayton, is presented in Appendix D.

5.1 UST CLOSURE

Clayton subcontracted Environmental Products and Services, Inc. (EP&S), to perform the UST closure activities at the Macy's site in accordance with EP&S and Clayton's itemized scope of services. The NYSDEC guidelines regarding permanent closure of petroleum storage tanks and tank abandonment in-place were followed. These guidelines are specified in a memorandum to Regional Waste Water, and Solid and Hazardous Waste Engineers dated January 20, 1987, and modified July 19, 1988.

The USTs contained a combined residual volume of 7,500 gallons of Number Two (2) heating oil, which was pumped out and transferred to a recycling facility. The sludge in the bottom of the USTs was suctioned directly into a vacuum truck. The air inside of the USTs was continuously monitored by an oxygen meter and a lower explosive limit meter for the concentration of oxygen and the level of explosive gases.

EP&S provided the necessary confined space entry and rescue equipment, including tripod, hoist, and full body harness. Confined space entry trained EP&S personnel entered the USTs in appropriate personnel protective equipment (PPE), clothing, and respirators. Site safety precautions were observed and checked by Clayton.

The EP&S personnel cleaned the USTs using oil absorbent pads. Each UST was completely cleaned and dried. A thorough visual inspection of the USTs interior was performed by the EP&S personnel, using a high power flash light. The inspection revealed no holes, cracks, or pitted areas inside the USTs. The east UST had a polyliner interior coating and was in very good condition. The west UST did not have a polyliner interior coating, but it was also in good condition. The store engineer did not know the reason for one UST being lined and not the other. However, he mentioned that he has been instructed to use only the east UST.

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Clayton originally proposed to use Petrofill, a chemically inert material, for in-place closure of the USTs, however due to White Plain Building Department's disapproval of the material, it was not used. January 14, 1997, concrete slurry was used to fill the two USTs up to grade level. The vent lines and other openings were also filled with concrete, thus permanently closing the USTs in-place. In order to avoid creating a heavy concrete bulk load at that location, Clayton specified a light concrete mixture (50 psi) for USTs abandonment. The mixture should be easy to break, if necessary in the future.

5.2 AST INSTALLATION

Since the facility was unregulated following the closure of the two USTs, Macy's does not have to comply with NYSDEC regulations regarding the Petroleum Storage Facilities. However, compliance with NFPA 31, "Installation of Oil Burning Equipment", is required by White Plains Building Department.

A&P Rainaldi and EP&S were contracted by Clayton to perform the piping installation for the AST. During the week of January 13, 1997, A&P Rainaldi completed the installation of the return and suction lines, the fill line, and the liquid level gauge. EP&S completed the installation of the vent line and the tank high alarm by February 3, 1997.

The 1,000-gallon AST is a pre-fabricated, 10-gauge, steel tank purchased from Mohawk Metal Products Company, Inc. It is a horizontal cylinder 4 feet diameter and 10 feet long, and is situated on 10-gauge steel cradles. It meets the UL58 standards required by NFPA 31 for the aboveground petroleum storage tanks.

The AST is equipped with a 1,100 gallon secondary containment dike (6' x 12' x 2'), also 10-gauge steel, a liquid level gauge, and a battery operated high-level audio alarm. The AST was installed at the southeast corner of the loading and parking area of the Macy's Store. The pressure test was conducted on the AST prior to installation of the piping system. Also, the piping system was pressure tested before connection to the existing heating system. The one inch steel suction and return pipes were installed on the east wall and run to the heating system pump room, and the two-inch steel fill pipe was installed on the south wall of the loading area. The AST is vented outside via a two inch steel pipe. Traffic safety bollards were installed in front of the AST to prevent any potential traffic accidents. The AST filling procedure is mounted on the south wall near the fill port, and is also included in Appendix F, along with copies of the AST accessories specifications and information.

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6.0 PROJECT COMPLETION

Inspectors from The White Plains Building and Fire Departments visited the site during the field activities. They expressed their satisfaction with the site operation. Mr. Peter Russo, Senior Code Enforcement Officer with the White Plains Building Department, was present during the closure of the USTs, and the pressure test of the AST and the pipe lines. He also visited the site after installation of the vent line and the completion of the project. Mr. Russo did not present any concerns regarding the project.

Clayton submitted the documentation regarding the transfer and disposal of the waste resulting from the tank closure activities, including a copy of the waste manifest to White Plains Building Department and received the final approval for the project verbally. Copies of this information is included in Appendix E.

7.0 RECOMMENDATIONS FOR NO FURTHER ACTION

The USTs have been closed in place according to the applicable regulations and NYSDEC guidance regarding the proper methods for abandonment in place. Site restrictions and public safety have been considered during planning and execution of the project. Final closure permits have been received from NYSDEC and White Plains Building Department.

Clayton anticipates no future environmental concerns or problems associated with the closure of the USTs, and therefore, recommends no further action for the USTs at the facility. Clayton recommends a copy of this report be kept at the facility for future use by the facility's management.

Prepared by:



Susan Bayat, P.E.
Senior Environmental Engineer
Environmental Management and Remediation
New York Regional Office

Reviewed by:



Kirit H. Vora, Vice President
Director, Corporate Accounts
Environmental Health And Safety
New York Regional Office

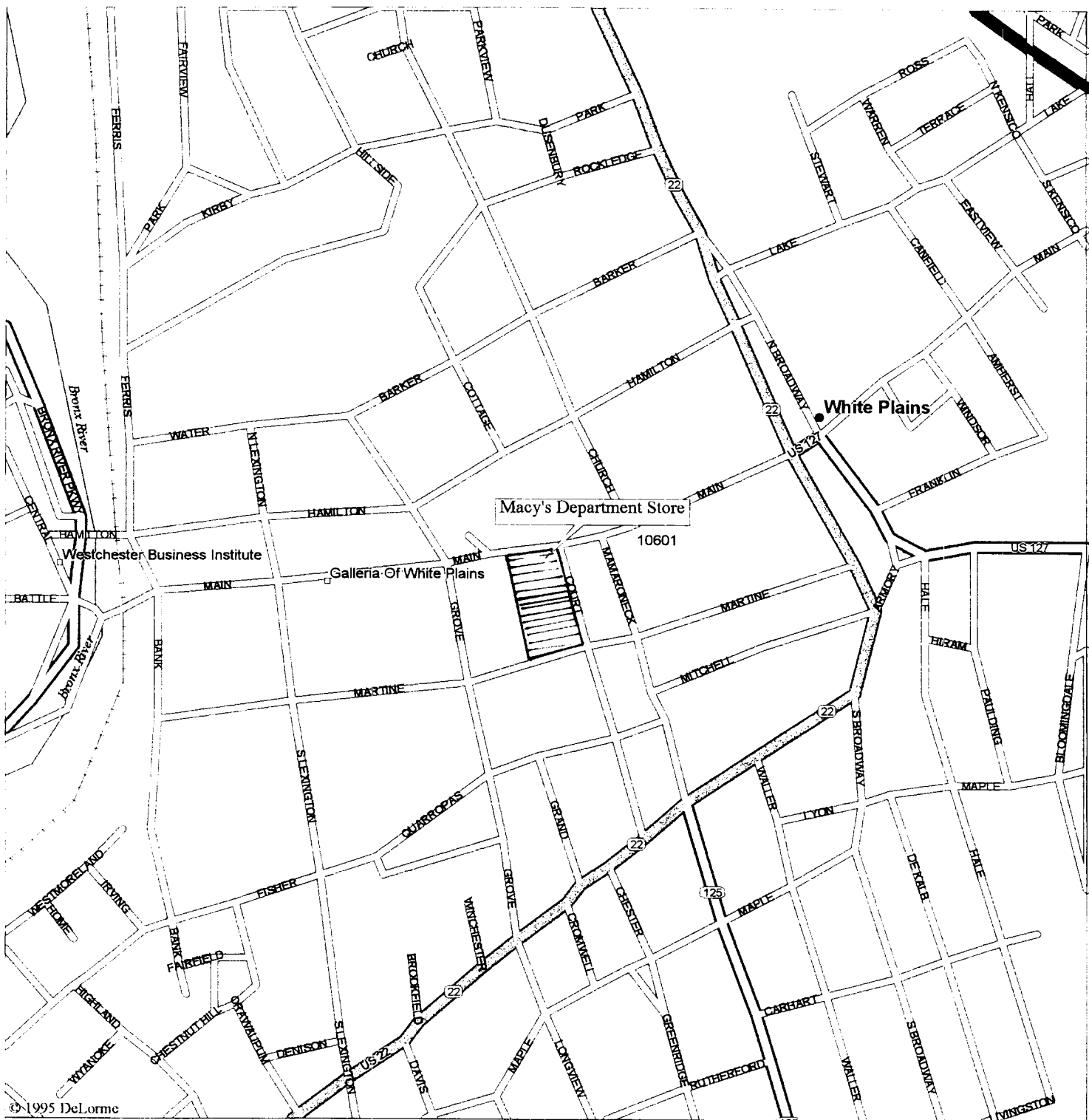


Figure 1
Site Location Map

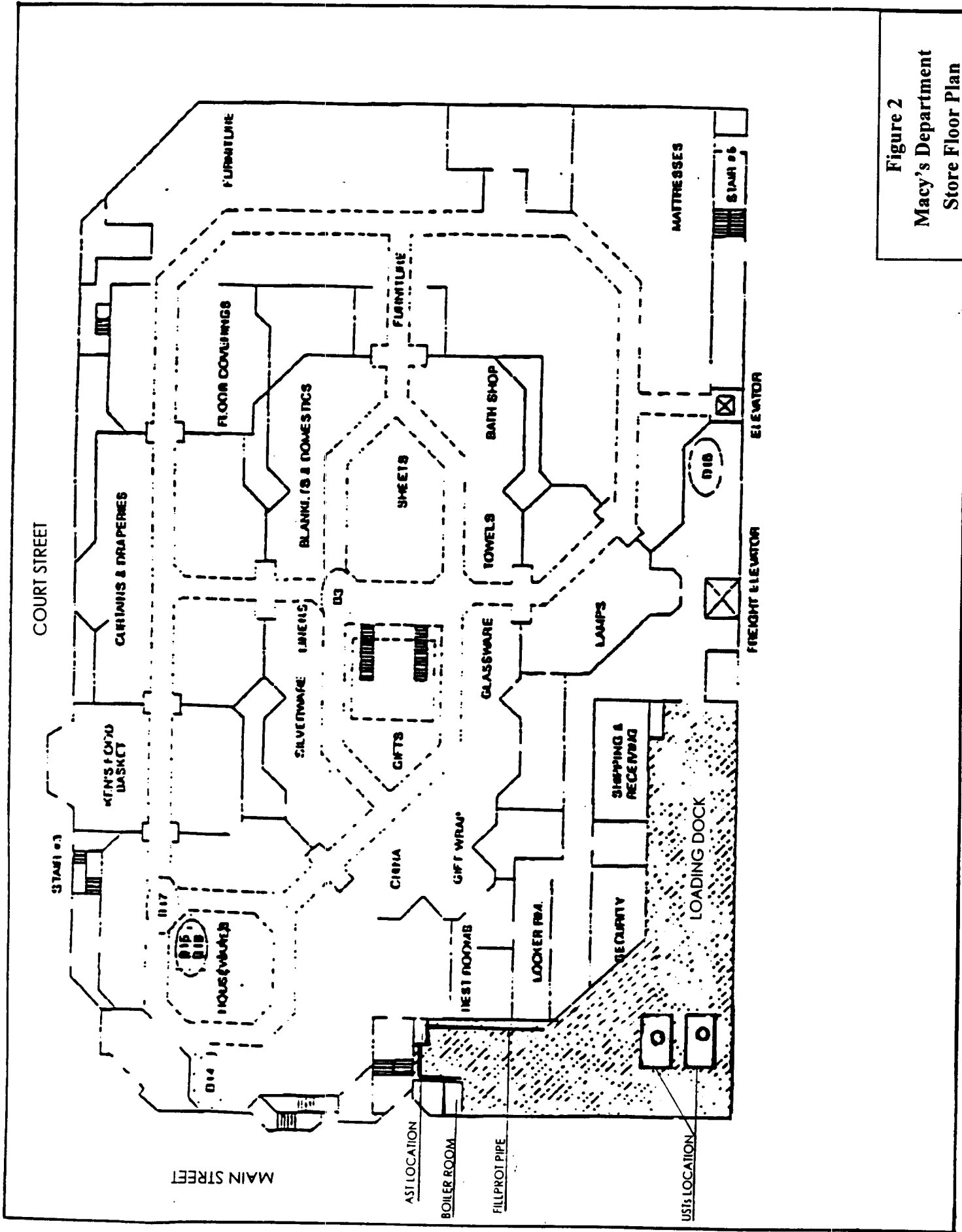
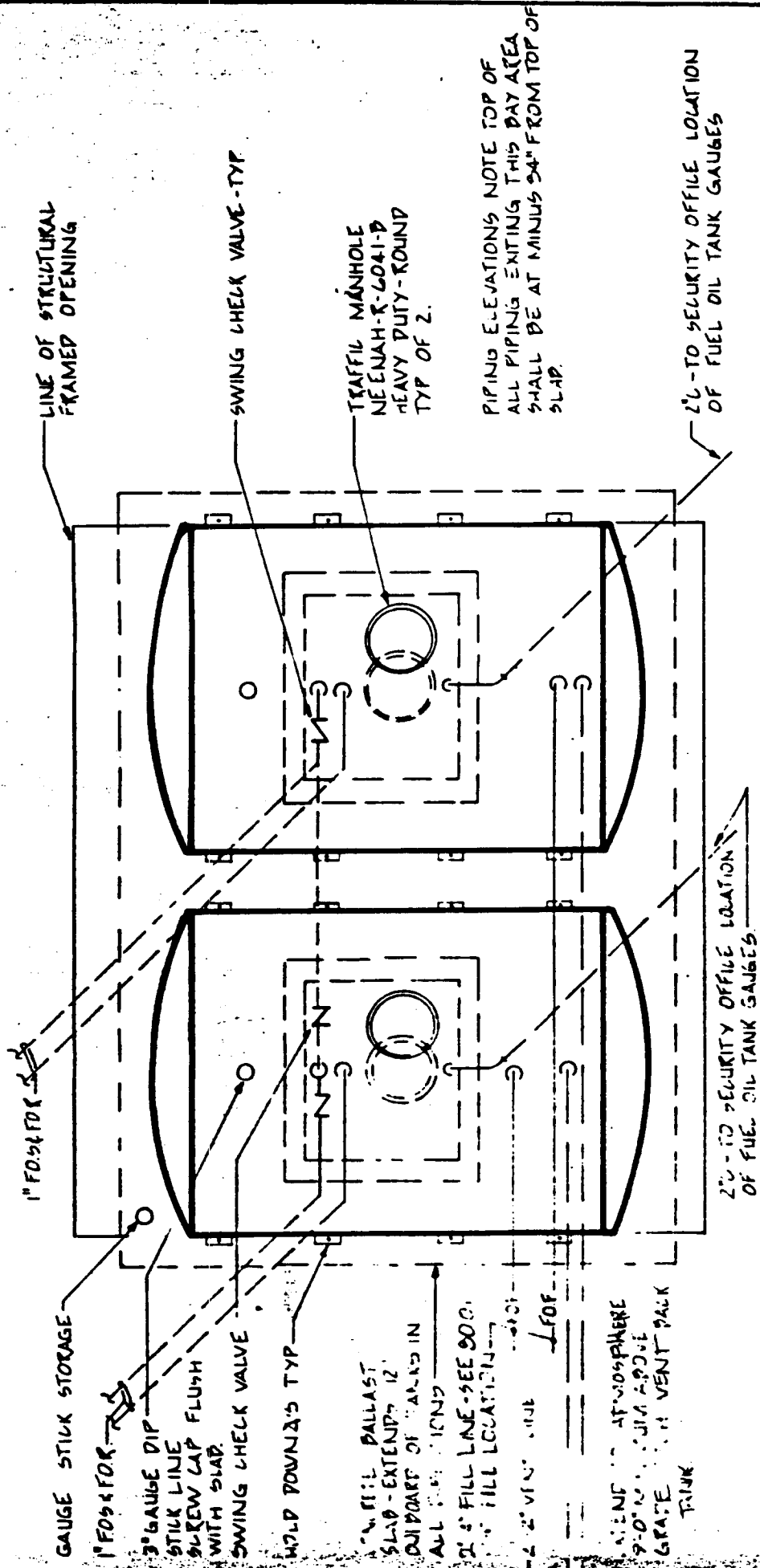
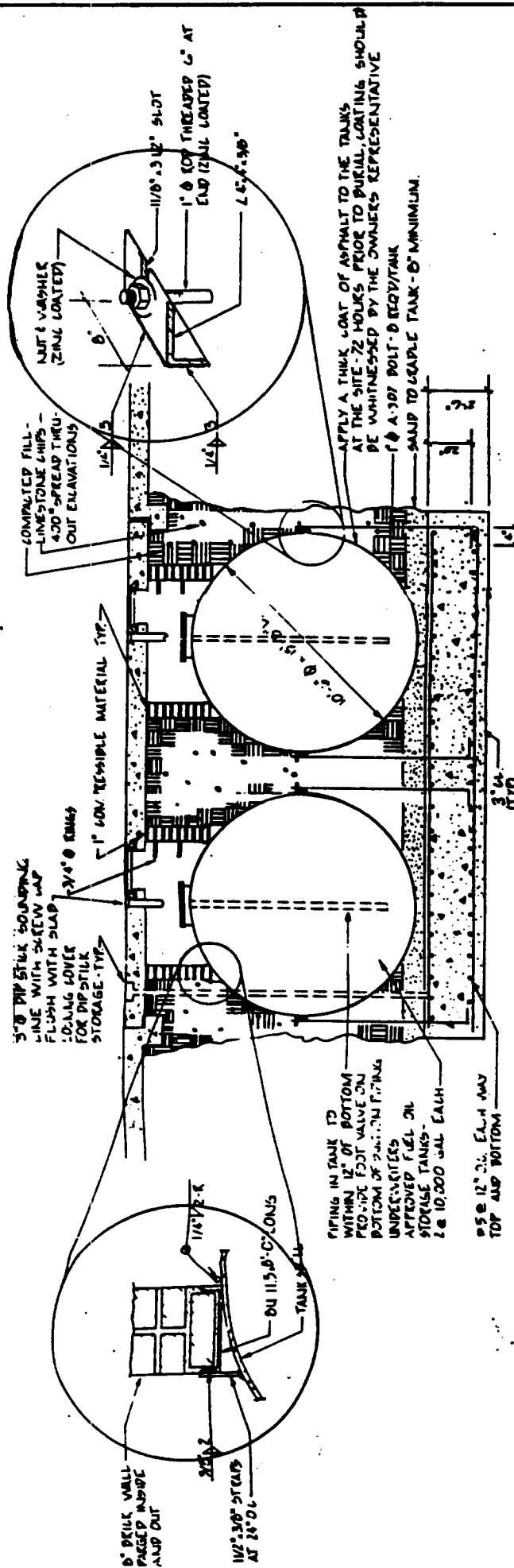


Figure 2
Macy's Department
Store Floor Plan



PLAN - UNDERGROUND FUEL OIL TANKS SCALE 1/4" = 1'-0"

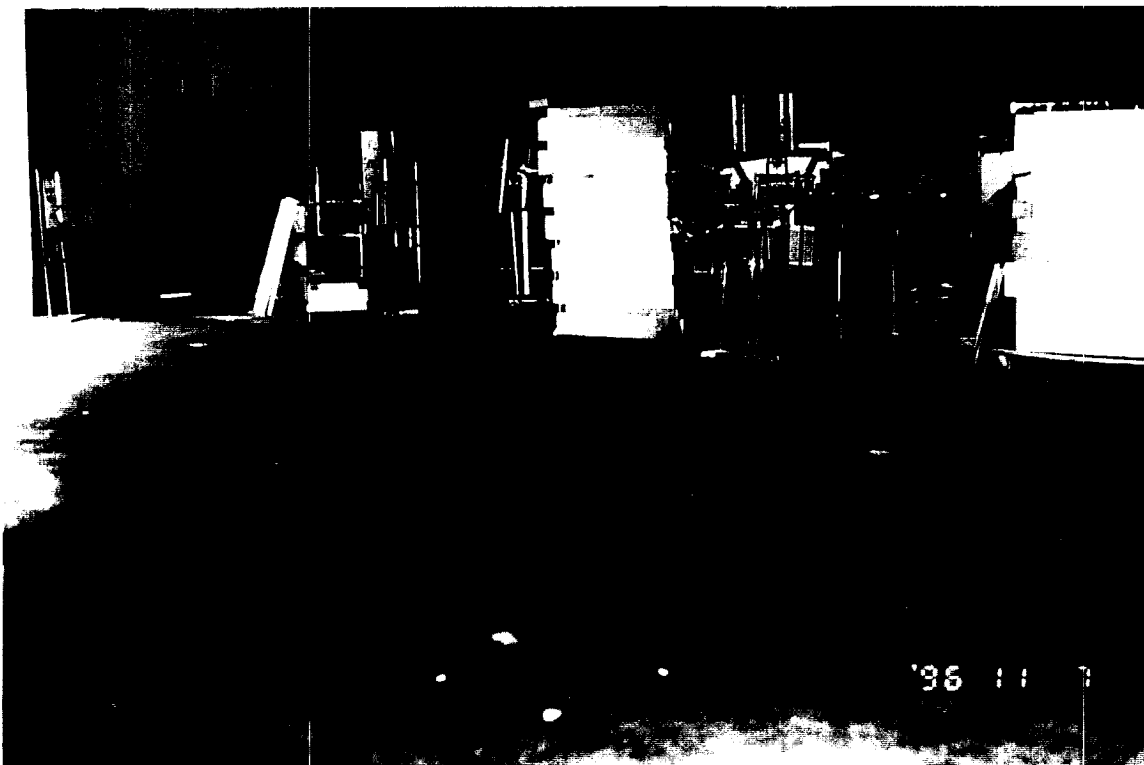
Figure 3
USTs Plan View



SECTION
SCALE: 3/4"=1'-0"

SEE STRUCTURAL DRAWINGS FOR ALL BLAD REINFORCING AT FINISHED GRADE.

Figure 4 USTs Section View



LOADING AREA - THE UST MANHOLES

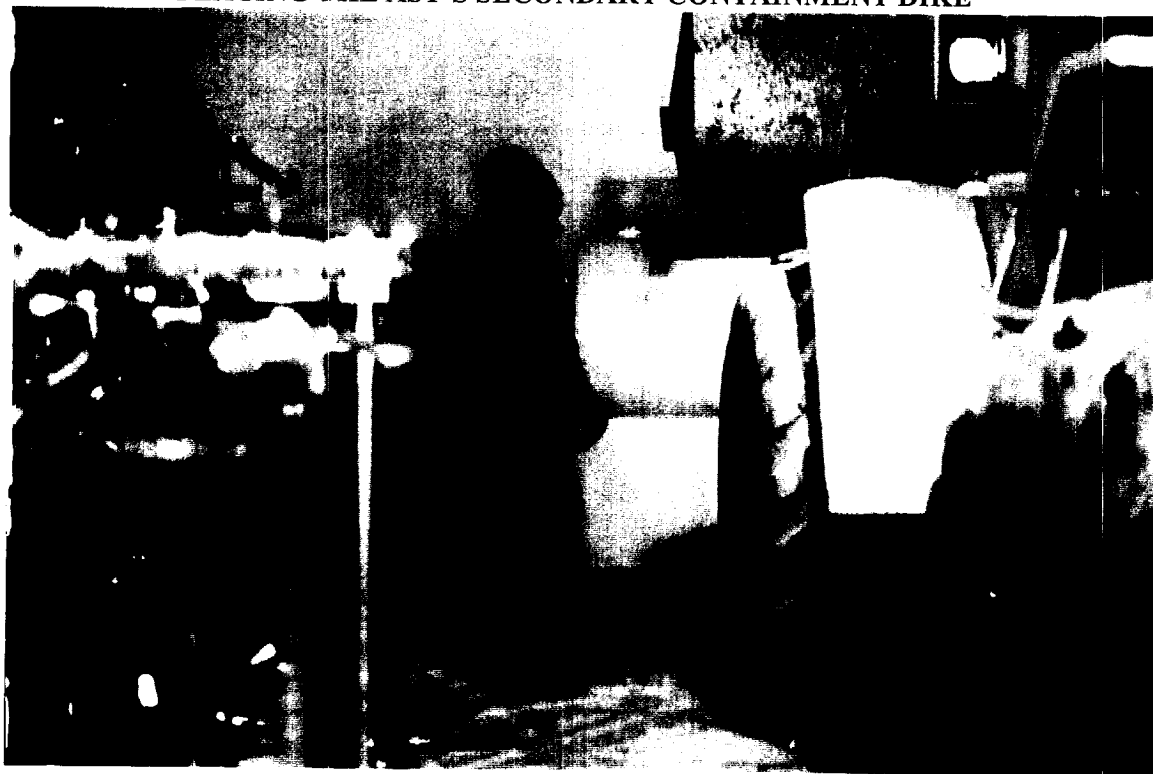


HEATING SYSTEM PUMP ROOM

CLAYTON PROJECT NO. 40-97140.00



PLACING THE AST'S SECONDARY CONTAINMENT DIKE



THE AST IS BEING LOCATED INSIDE THE CONTAINMENT DIKE

CLAYTON PROJECT NO. 40-97140.00



EP&S PERSONNEL READY TO ENTER THE UST

CLAYTON PROJECT NO. 97140.00



CONTINUOUS AIR MONITORING DURING THE USTs CLEANING



VACUUM THE BOTTOM SLUDGE IN THE USTs

CLAYTON PROJECT NO. 40-97140.00



DECONTAMINATION

CLAYTON PROJECT NO. 97140.00



CONCRETE SLURRY POURED DIRECTLY INTO THE USTs



CONCRETE SLURRY POURED DIRECTLY INTO THE USTs

CLAYTON PROJECT NO. 97140.00



USTs WERE FILLED WITH CONCRETE SLURRY UP TO THE GRADE LEVEL

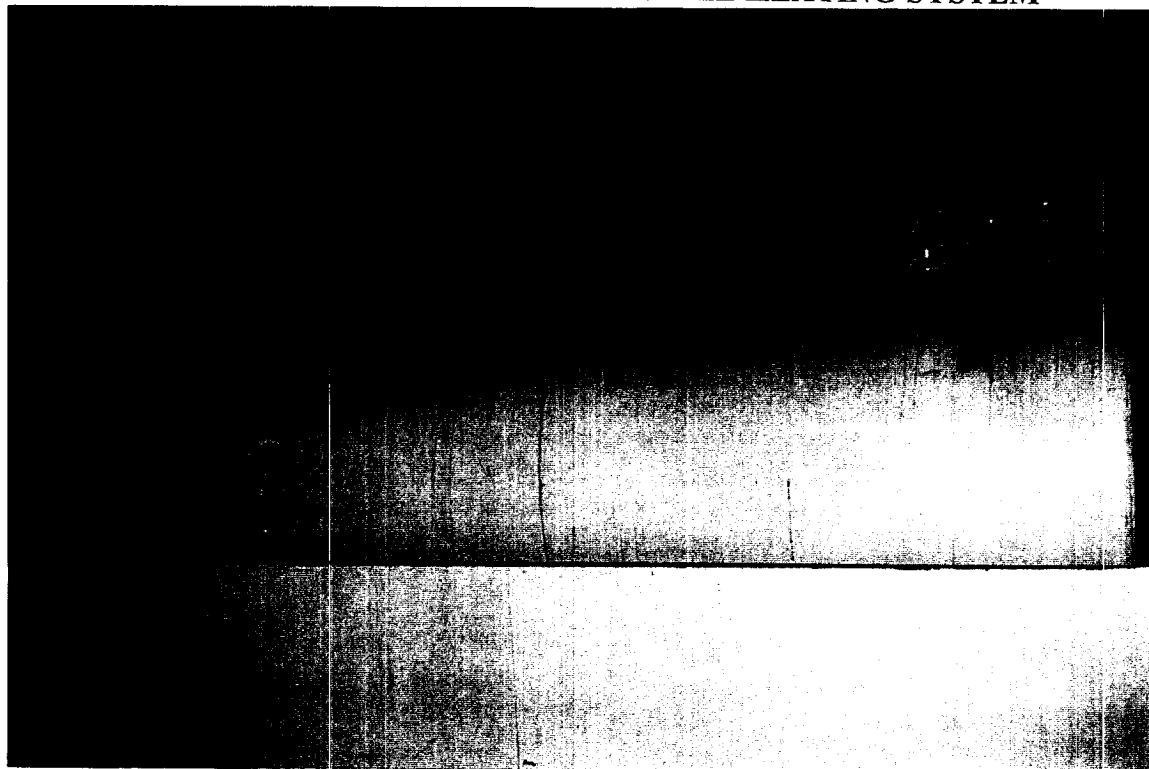


USTs WERE FILLED WITH CONCRETE SLURRY UP TO THE GRADE LEVEL

CLAYTON PROJECT NO. 97140.00



AST PIPING AND CONNECTION TO THE HEATING SYSTEM



AST-SUCTION AND RETURN LINES-EMERGENCY VENT

CLAYTON PROJECT NO. 40-97140.00



INSTALLATION OF AST TRAFFIC PROTECTION BOLLARDS



AST 2-INCH VENT LINE INSTALLATION

CLAYTON PROJECT NO. 40-97140.00

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**APPENDIX A
MACY'S TANK UPGRADE CONTRACT**

New York Regional Office

Raritan Center
160 Fieldcrest Avenue
Edison, NJ 08837
(908) 225-6040
Fax (908) 225-4577

Clayton
ENVIRONMENTAL
CONSULTANTS

October 23, 1996

Mr. Paul McConocha
Environmental Program Manager
FEDERATED DEPARTMENT STORES
7 West 7th Street
Cincinnati, Ohio 45202

Clayton Proposal No. 96NYCEMR046
Transmitted Via: Telecopy (513) 579-7735/7 Pages

**Subject: Proposal to Provide Environmental Engineering and Management
Services at the Galleria Mall in White Plains, New York**

Dear Mr. McConocha:

In response to your Request For Proposal (RFP) dated October 10, 1996, Clayton Environmental Consultants, Inc. is pleased to present this proposal to provide environmental engineering and management services relating to the closure of two underground storage tanks (USTs) and the installation of an aboveground storage tank (AST) at the Galleria Mall in White Plains, New York. Clayton understands that the two USTs are adjacent to each other, have a capacity of 10,000 gallons each, contain a combined residual volume of approximately 7,000 gallons of No. 2 heating oil, and were installed in 1965.

SCOPE OF WORK

Due to their location, it is possible that removal of the tanks could damage the onsite building. Therefore, Clayton is developing this proposal to provide two options to Federated; removal and in-place closure. For either option, Clayton will prepare all necessary notifications forms for the New York State Department of Environmental Conservation (NYSDEC) and the local regulatory authorities, and secure all necessary permits. Clayton will also prepare a site specific Health and Safety Plan (HASP), in accordance with the Occupational Safety and Health Administration (OSHA), and implement traffic control measures. All field activities will be performed in accordance with the NYSDEC Spill Prevention Operations Technology Series (SPOTS) Memo #14: Site Assessments at Bulk Storage Facilities dated August 1, 1994. For the purposes of

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Mr. Paul McConocha
FEDERATED DEPARTMENT STORES

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this proposal, Clayton assumes that no contamination will be encountered during the tank closure activities.

TASK A: UST DECOMMISSIONING

Option 1: UST Removal

Clayton will oversee and supervise a New York State licensed tank closure contractor, which will perform the following tasks:

- ▶ Excavate to the top of the tanks to expose USTs;
- ▶ Remove all pumpable product (approximately 7,000 gallons);
- ▶ Clean and dispose of tank bottoms;
- ▶ Remove tanks from the excavation;
- ▶ Cut and properly dispose of the tanks;
- ▶ Remove the fill pipe, vent pipe, and product piping up to the building foundation for both tanks;
- ▶ Stockpile contaminated soil onsite, if present, and assuming that no extra field days are necessary;
- ▶ Backfill the excavation with certified clean fill material;
- ▶ Remove concrete debris; and
- ▶ Spread 6 inches of clean stone base and 10 inches of concrete.

Clayton will collect 8 post-excavation soil samples for laboratory analysis using USEPA method 8021 and 8270 for volatile organic compounds (VOCs) and semi-volatile organic compounds (SVs). All collected samples will be submitted to a New York-certified laboratory for analysis. Six soil samples will be collected from the base of the excavation sidewalls, and two will be collected from the bottom of the excavations along the center line of each UST. After the receipt of the analytical results, Clayton will prepare a tank closure report for your files.

Option 2: In-Place Closure of USTs

Clayton will oversee and supervise a licensed tank closure contractor, which will perform the following tasks:

- ▶ Remove all pumpable product (approximately 7,000 gallons);
- ▶ Clean and dispose of tank bottoms;
- ▶ Fill each tank with a liquid concrete slurry

Mr. Paul McConocha
FEDERATED DEPARTMENT STORES

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Clayton will collect 8 post-excavation soil samples for laboratory analysis using USEPA method 8021 and 8270 for VOCs and SVs. All collected samples will be submitted to a New York-certified laboratory for analysis. Six soil samples will be collected by cutting through the sides of each tank, and two soil samples will be collected by cutting through the tank bottom along the center line of each UST. After the receipt of the analytical results, Clayton will prepare a tank closure report for your files.

TASK B: AST INSTALLATION

Clayton assumes the following regarding the AST installation:

1. The AST will be used as a backup for the building generator;
2. It will be located just outside the wall of the boiler room. No more than 50 feet of piping will be required; and
3. The building is equipped with a pumping system; no pumping system will need to be installed as part of the AST installation.

The AST system will consist of a 1,000-gallon, gauge 10 steel tank mounted on steel cradles just outside the boiler room. The tank and the steel piping will be painted for rust protection. The White Plains Building Department requires that the tank be equipped with secondary containment, and vandalism protection. Clayton will prepare engineering drawings to the White Plains Building Department in order to obtain the necessary permits to install the AST. Because of the tank's size, no State permits will be necessary. For the purposes of this proposal, Clayton assumes that the UST removal activities and the AST installation activities will be performed concurrently.

GENERAL CONSTRUCTION CONDITIONS

The location of all subsurface structures such as pipes, tanks, cables, and utilities within the property lines of the project shall be correctly designated by Federated Department Stores. Clayton will rely on the accuracy of such information provided by Federated Department Stores. If Federated Department Stores fails to provide such information or the information provided is inaccurate, Clayton shall not be responsible for the damage caused to the unknown or incorrectly designated subsurface structures nor for any injury to persons that result from the improper designation.

Mr. Paul McConocha
FEDERATED DEPARTMENT STORES

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Clayton will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Clayton will work with site managers during the field activities to attempt to minimize disruption to loading dock activities.

SCHEDULE

Clayton will be pleased to begin this project immediately following receipt of your written authorization to proceed. Approval of the NYSDEC tank closure notification is anticipated to take approximately 4 weeks. The UST closure activities will be performed immediately after the NYSDEC approval is received. Clayton assumes that 3 to 4 days of field work will be required to remove the USTs and repave. Approximately 2 days of field work will be required to abandon the USTs in place. Clayton further assumes that the AST can be installed in 2 to 3 days. Clayton will present the closure assessment summary report and AST installation report within 30 days following completion of field activities.

FEES

Clayton proposes to provide the services described in the scope of work as follows:

TABLE A: UST REMOVAL COST BREAK DOWN		EST. COST
TASK 1: MOBILIZATION		
Prepare NYSDEC and Westchester County Health Department Tank Closure Notification forms and obtain White Plains Building Permit.		\$715
Prepare a site specific HASP.		\$155
TASK 2: UST REMOVAL ACTIVITIES		
Implement traffic control measures.		No cost
Excavate to expose USTs.		\$3,250
Remove 7,000 gallons of pumpable product, clean and dispose of tank bottoms. Additional product will be removed and disposed of at a cost of \$0.65 per gallon		\$2,550
Remove tanks from the excavation.		\$6,050

Mr. Paul McConocha
FEDERATED DEPARTMENT STORES

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TABLE A: UST REMOVAL COST BREAK DOWN		EST. COST
Cut and properly dispose of the tanks.		\$825
Remove fill pipes, vent pipes, and product piping for each tank.		\$550
Stockpile contaminated soil, if necessary (assume same day activities).		\$250
Backfill the excavation with approximately 100 cubic yards of certified clean fill.		\$2,970
Remove and dispose of concrete debris.		\$2,750
Spread 6 inches of clean stone base and 10 inches of concrete (appr. 1,200 square feet).		\$2,900
Collect 8 post-excavation samples and analyze using EPA Methods 8021 & 8270		\$2,640
Oversee and supervise all field activities.		\$2,495
TASK 3: REPORTING		
Prepare tank closure report.		\$1,500
TOTALS:		\$29,600

Although not specified in the RFP, Clayton assumes that a 30' by 40' area will need to be repaved, and recommends that compaction testing be performed on the backfill prior to paving. Clayton further recommends that rebar be placed over the excavation prior to concrete pouring for structural reasons. Compaction testing and the installation of rebar can be performed for an additional \$4,600.

Although not specified in the RFP, Clayton recommends a geophysical survey of the proposed excavation area due to the proximity of underground utilities. The ground-penetrating radar survey can be provided for an additional \$2,300.

TABLE B: ABANDON-IN-PLACE COST BREAK DOWN		EST. COST
TASK 1: MOBILIZATION		
Preparation of NYSDEC and Westchester County Health Department Notification.		\$715
Preparation of a site specific HASP.		\$155
TASK 2: UST IN-PLACE CLOSURE		

Mr. Paul McConocha
FEDERATED DEPARTMENT STORES

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TABLE B: ABANDON-IN-PLACE COST BREAK DOWN		EST. COST
Implementation of traffic control measures, if necessary		No cost
Remove approximately 7,000 gallons of pumpable product, clean and dispose of tank bottoms. Additional product will be removed and disposed at a cost of \$0.65 per gallon		\$2,550
Fill each tank with flowable concrete (approximately 100 cubic yards total)		\$11,000
Collect 8 soil samples and analyze using EPA Methods 8021 & 8270		\$2,640
Oversee and supervise field activities		\$2,715
TASK 3: REPORTING		
Prepare tank closure report		\$1,500
TOTALS:		\$21,275

The AST can be installed for an estimated cost of **\$9,800**. Installation of a level gauge can be performed for an additional \$3,900, and installation of an overfill protection alarm can be performed for an additional \$1,200. Clayton will assess an additional \$600 for oversight if the USTs are to be abandoned in place during the AST installation.

Clayton's will not exceed the estimated fee without your written authorization. Clayton's fee includes out-of-pocket expenses (e.g., travel expenses) reasonably incurred in the performance of the work, and other direct costs, billed on a cost plus 10% basis. Direct costs include subcontractor costs, reproduction costs, mileage, and laboratory analysis.

Any unexpected conditions or concerns that become apparent during the project may require a revision in the project scope and fees. Clayton will immediately notify you of any necessary change in project scope and fees, and obtain written confirmation of such changes.

The project scope and estimated fees presented in this proposal are based on the information provided by Federated and an onsite visual inspection performed on October 14, 1996. Any unexpected conditions or concerns that become apparent during the project may require a revision in the project scope and estimated fees. Clayton will immediately notify Federated Department Stores of any necessary changes in project scope and fees, and obtain written confirmation of such changes.

Mr. Paul McConocha
FEDERATED DEPARTMENT STORES

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Clayton will perform the proposed scope of work in accordance the negotiated terms and conditions between Federated Department Stores and Clayton which are incorporated in this proposal. This proposal will be valid for 30 days.

ACCEPTANCE OF PROPOSAL

Clayton appreciates the opportunity to submit this proposal to Federated Department Stores. For your convenience, the proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign below and return a copy to me.

If you have any questions or need additional information, please call me at (908) 225-6040. We look forward to working with you on this project.

Sincerely,



Benjamin Alter, P.G.
Manager, Geosciences and Remediation
Environmental Management and Remediation
New York Regional Office

Reviewed by,



Kirit H. Vora
Director, Corporate Accounts
Environmental Health Services
New York Regional Office

Proposal No.: 96NYCEMR046

This proposal accepted by: _____

Title: _____

Company: FEDERATED DEPARTMENT STORES

Date: _____

New York Regional Office

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Fax (908) 225-4577

Clayton
ENVIRONMENTAL
CONSULTANTS

October 23, 1996

Mr. Paul McConocha
Environmental Program Manager
FEDERATED DEPARTMENT STORES
7 West 7th Street
Cincinnati, Ohio 45202

Clayton Proposal No. 96NYCEMR046, Addendum A
Transmitted Via: Telecopy (513) 579-7735:/2 Pages

Subject: Addendum A to Proposal to Provide Environmental Engineering and Management Services at the Galleria Mall in White Plains, New York

Dear Mr. McConocha:

In response to our conversation earlier today, Clayton Environmental Consultants, Inc. is pleased to present this Addendum A to Clayton Revised Proposal No. 96NYCEMR046 to provide environmental engineering and management services relating to the closure of two underground storage tanks (USTs) and the installation of an aboveground storage tank (AST) at the Galleria Mall in White Plains, New York.

- ▶ If the in-place closure option is chosen for the USTs, Clayton will perform precision tightness testing prior to their closure. Clayton will retain a certified testing firm to conduct the tests. You will be informed immediately if the tests indicate tank failure. Clayton can perform this portion of the scope of work for an estimated fee of \$2,000. Clayton will not be responsible for any damages to the USTs caused by the testing.

- ▶ Clayton will provide its analytical services for a cost of \$330 per sample, as follows:

Volatile Organic Compounds	\$110
Base-Neutral Compounds	\$220

- ▶ Clayton's incremental labor rates are as follows:

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Mr. Paul McConocha
FEDERATED DEPARTMENT STORES

October 23, 1996
Page 2

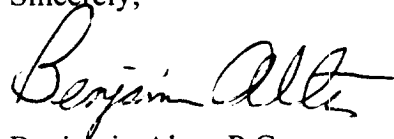
TITLE	RATE (\$/hr)
Director	\$130
Manager	\$100
Senior Engineer	\$85
Staff Engineer	\$65
Admin. Assistant	\$35

ACCEPTANCE OF PROPOSAL ADDENDUM

Clayton appreciates the opportunity to submit this proposal addendum to Federated Department Stores. For your convenience, the proposal is presented in a form that can be accepted as an agreement. To accept this addendum, please sign below and return a copy to me.

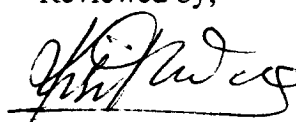
If you have any questions or need additional information, please call me at (908) 225-6040. We look forward to working with you on this project.

Sincerely,



Benjamin Alter, P.G.
Manager, Geosciences and Remediation
Environmental Management and Remediation
New York Regional Office

Reviewed by,



Kirit H. Vora
Director, Corporate Accounts
Environmental Health Services
New York Regional Office

Proposal No.: 96NYCEMR046, Addendum A

This proposal accepted by: _____

Title: _____

Company: FEDERATED DEPARTMENT STORES

Date: _____

Federated

DEPARTMENT STORES, INC.

7 West Seventh Street • Cincinnati, Ohio 45202-2471

October 29, 1996

REC'D OCT 31 1996

Mr. Kirit Vora
Clayton Environmental
Raritan Center, 160 Field Crest Avenue
Edison, NJ 08837

RE: Macy's East - White Plains
Contract #601073

Dear Kirit:

Attached are two copies of our Agreement for work at the subject project. Please review, sign and return all copies of the contracts to me along with your Certificate of Insurance on or before November 12, 1996. Please note that no changes can be made to these contracts.

All invoices and appropriate back-up for payment should be submitted to the attention of Tom Morehead, Capital Control, at this address. Please include the contract number on all invoices in order to expedite payment.

Should you have any questions, please do not hesitate to call me directly at (513) 579-7241.

Very truly yours,



Paul R. McConocha
Environmental Project Manager

Attachments

/bjc

PROJECT: Macy's White Plains UST
PROJECT #: 96608

CLIENT-CONSULTANT AGREEMENT

THIS AGREEMENT is effective on the 24th day of October, 1996, by and between CLAYTON ENVIRONMENTAL (hereinafter "Consultant") and FEDERATED CORPORATE SERVICES, INC., a Delaware corporation (hereinafter "Client" or "Owner").

W I T N E S S E T H

WHEREAS, Client desires that Consultant perform consulting services in connection with Client's asbestos control program as described in the Exhibits hereto; and

WHEREAS, Consultant has agreed to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, Client and Consultant agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

(a) "ACM" means asbestos containing material which is material containing greater than 1% of asbestos (PLM method) of any type or mixture of types or as defined by Federal, State and Local laws, regulations, ordinances and rules.

(b) "Agreement" means this Consulting Agreement, together with the following Exhibits attached hereto, and the documents, if any, required thereby, which are made a part hereof for all purposes:

EXHIBIT	DESCRIPTION
A	Description of Services
B	Site Location(s)
C	Consultant's Fee
D	Project Job Book Guidelines/Instructions
E	Duties, Responsibilities and Limitations of Authority of Project Monitor

F	Consultant Travel Guidelines and Information
G	Special Conditions
H	ESA - Specifications
I	Confidentiality Agreement

(c) "Client Parties" shall mean Client, its parent, subsidiaries, divisions, affiliates, and their respective officers, directors, employees, agents, successors and assigns.

(d) "Client's Representative" means the individual or individuals designated by Client from time to time to act for it in all matters relating to this Agreement. The individual initially designated as Client's Representative is set forth in subsection 23(b) with his address, telephone, and telecopier numbers. The Client's Representative may be changed by notice.

(e) "Consultant's Representative" means the individual designated by Consultant from time to time to act for it in all matters relating to this Agreement. The individual initially designated Consultant's Representative is set forth in Section 21 with his address, telephone, and telecopier numbers. The Consultant's Representative may be changed by notice.

(f) "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation now or hereafter enacted, or amended, passed or promulgated pertaining to health, industrial hygiene or environmental conditions, or common law related to the same, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, Pub.L. No. 98-616, the Superfund Amendments and Reauthorization Act 1976, 42 U.S.C. Section 6901 et seq., as the Solid Waste Disposal Act, 42 U.S.C. Section 6901 et seq., the Federal Clean Air Act, 42 U.S.C. Section 7401 et seq., the Federal Water Pollution Control Act of 1972 and the Federal Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 135 et seq., as amended by the Federal Environmental Pesticide Control Act of 1972, Pub.L. No. 92-516, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Federal Safe Drinking Water Act, 42 U.S.C. Section 300 (f) et seq., the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. Section 11001 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq., the Hazardous Material Transportation Act, 49 U.S.C. Section 1801 et seq., and the National Emission Standards for

Hazardous Air Pollutants, 40 C.F.R. Part 61, under the Clean Air Act, 42 U.S.C. Section 7412.

(g) "Fee" is defined in subsection 3(d).

(h) "Hazardous Substance" includes without limitation (1) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes" or "solid wastes" in any Environmental Law; (2) petroleum products and petroleum byproducts and, (3) asbestos.

(i) "Services" means those services to be performed by Consultant pursuant to this Agreement.

(j) "Site" means each and every store and/or warehouse location listed in Exhibit B.

(k) "Work Area" means those areas within and around the Site where Consultant is performing its Services.

2. Services.

Consultant shall provide the Services as set forth in Exhibit A and Exhibit E. Consultant shall commence providing the Services upon the earlier of execution of this Agreement or receipt of Client's Notice of Acceptance, or at such other time as the parties shall agree upon in writing.

3. Compensation and Payment.

(a) Client shall pay Consultant as compensation for the Services the amounts set forth in Exhibit C.

(b) Consultant shall submit, in a timely manner, separate reports for each Site to Client's Representative. The reports shall be prepared in such form as Client shall request. Consultant shall submit detailed invoices to Client's Representative on a monthly basis showing the Services performed, who performed the Services, their hourly billing rate and the number of hours billed, the charges therefor and any recoverable expenses for the prior month. In the event Consultant becomes aware of a potential cost over-run, Consultant shall promptly notify Client in writing and provide reasons for the same. Notwithstanding anything to the contrary contained in this Agreement, there shall be no markup for any reimbursable or out-of-pocket items, including, but not limited to insurance, taxes, license fees, permit fees, in-house recoverables, and travel expenses as set forth in Exhibit F.

(c) Client shall pay Consultant's invoice within thirty (30) days of receipt, provided, however, if Client objects

to all or any portion of an invoice, Client's Representative shall notify Consultant's Representative of Client's objection within twenty-one (21) days of receipt of invoice and the parties shall make every effort to settle the disputed portion of the invoice. Client shall pay that portion of the invoice which is not in dispute within the thirty (30) day period for payment.

(d) Notwithstanding the foregoing, compensation and payment to Consultant for Services rendered hereunder shall not exceed, in all respects, the "Fee." The Fee is the sum of the actual cost of the Services performed but in no event to exceed the fixed amount stated in Exhibit C. Standard hourly rates, as set forth on Consultant's Schedule of Charges, shall be charged for all Services not included hereunder pursuant to Exhibit A.

4. Consultant's Obligations

(a) Consultant covenants and warrants that the Services will be performed in a professional manner in accordance with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

(b) Consultant shall furnish at its expense all labor, services, permits, licenses, materials, insurance, equipment, tools, and other facilities reasonably necessary for performance of the Services and shall pay all applicable taxes.

(c) Consultant shall exercise all reasonable care in the performance of the Services to avoid damaging the property of Client and others on or near the Site.

(d) Consultant shall provide Client, promptly after Consultant's receipt thereof, copies of all notices, permits, licenses, variances and exemptions obtained with respect to the Services, and all applications and supporting documents related thereto.

(e) Consultant shall use its best efforts to ascertain the location of all subterranean structures and hidden conditions (including but not limited to utility lines, pipes, and telephone cables) that might become damaged or otherwise adversely affected by the performance of the Services. Consultant shall be solely liable for all damage to such subterranean structures and conditions, including consequential and incidental damages resulting therefrom, to the extent such damage is proximately caused by Consultant's negligent or willful conduct or omission or the negligent or willful conduct or omission of those under the control of Consultant.

(f) If Consultant breaches the provisions contained in this Section 4, Consultant shall correct any Services at no additional charge to Client. In addition, Consultant shall

repair, correct and remedy any and all of Client's damages arising out of or resulting from such breach unless such damages arise solely from the negligent act or omission or willful misconduct of Client, its agents, employees, and others under Client's sole control.

5. Indemnification.

(a) Consultant shall indemnify, defend, and hold harmless Client Parties against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature (including but not limited to attorney's fees and court costs), by or on behalf of any person, entity or governmental authority arising out of (1) any failure by Consultant to perform any of the provisions, agreements, terms, covenants, or conditions of this Agreement or (2) any accident, injury or damage occurring on or about the Site caused by the willful or negligent act or omission of Consultant, its agents, servants, employees, independent contractors or subcontractors. Consultant shall be solely liable for the safety of the Work Area and shall defend, indemnify and hold Client Parties harmless against all claims by persons injured in the Work Area, whether such persons be employees, licensees, invitees, or trespassers; provided, however, that Consultant shall not be liable for any accident, injury or damage caused solely by the negligent act or omission or willful misconduct of Client.

(b) Client shall indemnify, defend, and hold harmless Consultant against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature (including but not limited to attorney's fees and court costs), by or on behalf of any person, entity or governmental authority arising out of (1) any failure by Client to perform any of the terms, covenants, or conditions of this Agreement or (2) any accident, injury or damage occurring on, about or outside the Site to the extent caused by the willful or negligent act or omission of Client, its agents, servants, or employees; provided, however, that Client shall not be liable for any accident, injury or damage caused by the negligent act or omission or willful misconduct of Consultant, its agents, employees, or contractors.

(c) Client shall have the right, if it so elects, and at its own expense, to participate in the defense of any claim or action referred to in subsection 5(a), but such participation shall not affect Consultant's liability with respect to such claim or action.

(d) Consultant shall have the right, if it so elects, and at its own expense, to participate in the defense of any claim or action referred to in subsection 5(b), but such

participation shall not affect Client's liability with respect to such claim or action.

6. Insurance.

(a) Policies. Consultant shall procure, pay for and maintain the insurance set forth below:

1. Worker's Compensation as required by law; Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 policy limit on diseases with Client as an additional insured.

2. Commercial General Liability Insurance. Including Contractual Liability covering, but not limited to, the liability assumed under subsection 5(a), fully insuring Consultant's liability for injury to or death of Client's employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits on an "occurrence" basis:

Injury or death	\$1,000,000 each occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence/ \$2,000,000 aggregate

The policy shall include Broad Form Property Damage coverage extended to apply to completed operations, XCU exclusions removed.

3. Client's Protective Liability Insurance. Coverage shall be on an "occurrence" basis. The policy shall be issued by the same insurance company that carries Consultant's Commercial General Liability Insurance with the following limits for each occurrence:

Bodily Injury	\$1,000,000 each occurrence/ \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence/ \$2,000,000 aggregate

4. Comprehensive Automobile and Truck Liability Insurance covering owned, hired and non-owned vehicles with \$1,000,000 combined single limit coverage.

5. Professional Liability Coverage in a minimum amount of \$1,000,000 for each occurrence with a \$1,000,000 minimum aggregate limit. If this coverage is included in the Commercial General Liability Insurance, this separate policy is not required provided the limits referred to in this subsection

6(a)(5) are separately available under such Commercial General Liability Insurance.

(b) Consultant shall name Client Parties and Client's Representative as additional insureds under the insurance referred to in subsections 6(a)(2), 6(a)(3), and 6(a)(4), and Consultant warrants that the aggregate limits referred to in subsections 6(a)(2) and 6(a)(3) shall be unimpaired as of the date hereof, and Consultant agrees to maintain an unimpaired aggregate limit of at least \$1,000,000 during the term of this Agreement.

Certificates indicating that the required insurance is in force shall be delivered to Client prior to commencement of the Services, and shall provide thirty (30) calendar days prior written notice of cancellation be given Client.

(c) No policy submitted by Consultant shall be subject to any limitations, conditions or restrictions deemed inconsistent with the intent of these insurance requirements. Client's decision thereon shall be final.

(d) All policies are to be written through a company duly authorized to transact that class of insurance business in the state where the Site is located. The insurers providing coverage thereunder must have a rating of "B+" or better in the current edition of Best's Key Rating Guide plus a Best's Financial Size rating of VII or better. All policies should (i) stipulate that such insurance is primary and is not additional to any insurance carried by Client or any additional insureds; (ii) waive any and all rights of subrogation against Client; and (iii) contain cross liability or severability of interest endorsement. Should Consultant fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to deliver to Client any of such certificates, Client, at its option, but without obligation to do so, may, upon five days' notice to Consultant, procure such insurance and any sums so expended by Client (together with Client's reasonable administrative expense in procuring such insurance) shall be deducted from the compensation due Consultant.

(e) Neither the approval, disapproval or failure to act by Client regarding any insurance supplied by Consultant, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Consultant of full responsibility or liability for damages and accidents as set forth herein.

(f) Any insurance policy may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

(g) When requested by Client, copies of any of the policies must be furnished to Client; otherwise, Client shall require certificates only.

(h) There shall be no deductibles and/or retention amounts or self-insurance programs maintained by Consultant with respect to any of the foregoing insurance without Client's prior written approval.

7. Compliance with Law.

Consultant, and any persons over whom Consultant has supervision or control (including, without limitation, any agents, employees, contractors or other consultants) shall perform the Services in accordance with and shall comply with all applicable laws, ordinances, requirements, directions, rules, statutes, regulations and orders currently existing or hereafter enacted of any and all governmental authorities or agencies. Client shall cooperate with Consultant in obtaining any permits or licenses required for the performance of the Services.

8. Suspension and Termination of Services.

(a) Client, in its sole discretion, may suspend or terminate at any time, with or without cause, all or any part of the Services. In the event of such suspension or termination, and providing Consultant is not in default of this Agreement, Client shall pay Consultant for all Services properly performed prior to the effective date of said notice for which payment has not already been made, and shall reimburse Consultant for reimbursable expenses incurred by Consultant prior to the effective date of said notice. The effective date of the suspension or termination shall be the date so specified in the notice and, in no event shall the effective date be earlier than the date such notice is received.

(b) Consultant may suspend performance of all, but not less than all, of the Services by giving Client ten (10) days' prior written notice thereof, but only if:

(i) Client gives Consultant written notice of suspension under subsection 8(a) and such suspension materially affects the ability of Consultant to perform the unsuspended Services, or

(ii) Client is in default with regard to its payment obligations under Section 3 (except for any invoice or portion thereof to which Client has objected in accordance with the provisions of Section 3) or is otherwise in default pursuant to this Agreement, and such default continues for a period of ten (10) days following written notice to Client of such default.

9. Confidentiality.

(a) Neither party hereto shall disclose any trade secrets or proprietary information expressly identified as such (collectively, the "Confidential Information"), except such Confidential Information:

(i) which has been published and becomes part of the public domain other than by the acts or omissions of Consultant or its officers and employees,

(ii) which has been lawfully furnished or made known to Consultant by third parties (other than those acting directly or indirectly for or on behalf of Client) without restriction on Consultant as to its disclosure or use,

(iii) which was in Consultant's possession at the time it entered into this Agreement and was not acquired by Consultant or its employees directly or indirectly from Client or anyone acting directly or indirectly for or on behalf of Client,

(iv) which is required by any subpoena, notice of deposition or other discovery request or otherwise as required by law, or

(v) the disclosure of which is consented to in writing by the party to which the Confidential Information relates.

(b) If any legal proceedings (including, but not limited to, any subpoenas, notices of deposition or other discovery requests) are instituted against a party to obtain Confidential Information, such party shall immediately notify the other party in writing with respect thereto.

(c) Each party shall restrict the knowledge of all Confidential Information to its officers, employees and others who are directly connected with the performance of this Agreement and have need of such knowledge.

(d) Confidential Information includes the asbestos surveys prepared by, on behalf of or for Client Parties, including those prepared by Consultant. All reports and surveys concerning the presence or absence of ACM prepared by Consultant shall be clearly marked with the following legend: "Privileged and Confidential: Prepared at the Direction of Legal Counsel" and shall be considered Confidential Information. In addition, any other documents so marked shall also be considered Confidential Information.

(e) Notwithstanding the foregoing, nothing herein shall restrict or otherwise limit Client, its attorneys,

consultants and agents, from disclosing to or using with Client Parties, Client's attorneys, consultants, bankers and other advisors, any and all information, whether oral or written, whether contained in reports, surveys, or otherwise, developed hereunder or required by this Agreement.

(f) Consultant shall not publish or use the names of Client or Client Parties or refer to any of Client's or Client Parties' Sites or to the Services performed by Consultant for Client hereunder for any purpose other than those connected with the performance of the Services herein, without Client's prior written consent.

(g) The parties hereto mutually and expressly agree that all work product produced pursuant to this Agreement is Confidential Information and is the sole property of Client.

(h) In addition to the above referenced terms and conditions, attached as Exhibit I to this Agreement is a Confidentiality Agreement that has been executed by both parties. That Confidentiality Agreement is incorporated by reference into this Agreement as if fully set forth herein.

10. Patents.

Any and all inventions or discoveries relating to the Services, including improvements and modifications to existing products or processes, whether or not patentable, and applications for Letters Patent covering said inventions or discoveries as may be made and/or conceived by Consultant or its employees during the term of this Agreement and for a period of one year thereafter, shall be the sole property of Consultant. Any action by Consultant pursuant to this Section 10 shall be consistent with its confidentiality obligations set forth in Section 9.

11. Status of Consultant.

Consultant is an independent contractor and is not an agent or employee of Client. Neither party shall have any authority to supervise the employees, representatives or subcontractors of the other party, nor to make any statements, representations or commitments of any kind or take any other action which will be binding upon the other party except as specifically provided in this Agreement.

12. Force Majeure.

No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the control and without the fault or

negligence of the party affected and if such party was unable to prevent or provide against such delay or failure by exercise of reasonable diligence including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather fires, explosions, or other catastrophes, strikes or any other similar acts of employees, or similar occurrences (collectively, "Force Majeure"). Unless such Force Majeure substantially and materially frustrates performance of this Agreement, it shall not operate to excuse, but only to delay, performance hereunder.

13. Access to Site and Information.

In order that Consultant may perform the Services:

(a) Consultant will have reasonable access to the Site(s) and any facilities therein to which access is required to perform the Services.

(b) Client will give prompt notice to Consultant whenever it becomes aware of any development that affects the scope or timing of the Services.

(c) Information or services under Client's control shall be furnished by Client with reasonable promptness to avoid delay in the orderly progress of the Services.

14. Assignment of Agreement.

Consultant may not assign (whether by operation of law or otherwise) this Agreement or any part hereof without the prior written consent of Client, which consent may be granted or withheld in Client's sole discretion.

15. Subcontracts.

Consultant may not subcontract all or any part of the Services without the prior written approval of Client, which approval may be granted or withheld in Client's sole discretion. Consultant shall secure from all approved subcontractors their written agreement to be bound by the terms of this Agreement, except that insurance coverages and limits may differ from those specified in subsection 6(a), and shall promptly provide Client a copy of such subcontractor's written agreement. Consultant shall also provide Client with evidence of proficiency, including documentation of state certification, EPA CLP status, etc. for any laboratories Consultant plans to use in connection with the performance of Services.

16. Survival of Obligations.

The obligations of the parties under this Agreement shall survive any termination or suspension of the Services or the expiration or termination of this Agreement.

17. Consultant's Understanding.

Consultant expressly understands and agrees that Consultant's Services involve or may involve work in, with, or around Hazardous Substances and specifically understands and acknowledges that work involving Hazardous Substances requires special care and control. Consultant represents and warrants that it and its employees and independent contractors each has the knowledge, information, training and skill to perform the Services in compliance with all applicable laws, including but not limited to Environmental Laws. Consultant further represents and warrants that all appropriate personnel have been trained and licensed in health, safety, and Hazardous Substances procedures and management as required by applicable laws (including Environmental Laws) and current industry practice.

18. Consultant's Equipment.

Consultant shall decontaminate and/or properly dispose of, if necessary, and at no additional expense to Client, all Consultant's materials, supplies, and work-related apparatus, including but not limited to machinery, equipment, tools, and accessories used on the Site(s). At the completion of performing Services hereunder Consultant shall remove and properly dispose of all of its waste materials, rubbish, and debris from and about the Site as well as all its tools, appliances, equipment, machinery, and surplus materials, and shall leave the Site clean and ready for its ordinary use.

19. Time.

Time is of the essence of this Agreement.

20. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto, written or oral. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client's Representative and Consultant's Representative, or their superiors. Each of the parties has been involved in preparing the provisions of this Agreement and no ambiguity in or interpretation of this Agreement or any of its provisions shall be resolved or determined in favor of or against a party hereto

based on whether or not such party has prepared this Agreement or any provision hereof.

21. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall either be hand delivered, sent by certified mail, return receipt requested, or by commercial messenger service providing a signed receipt, and shall be effective upon receipt and shall be sent to the address hereinafter noted. Each party shall acknowledge in writing the receipt of any notice delivered in person.

If to Consultant, addressed to:

CLAYTON ENVIRONMENTAL
Raritan Center, 160 Field Cres Avenue
Edison, NJ 08837

Attention: Kirit Vora

Telephone: 908/225-6040

Telecopier: 908/225-4577

If to Client, addressed to:

FEDERATED CORPORATE SERVICES, INC.
7 West Seventh Street
Cincinnati, OH 45202

Attention: Paul McConocha

Telephone: 513/579-7241

Telecopier: 513/579-7735

with a copy to Client's Representative:

FEDERATED CORPORATE SERVICES, INC.
7 West Seventh Street
Cincinnati, Ohio 45202

Attention: Law Department

Telephone: 513-579-7900

Telecopier: 513-579-7555

22. Conflicts.

(a) Client shall not be bound by any provisions which are different from or in addition to the provisions of this Agreement (whether or not they would materially alter this

Agreement). Acceptance by Client of a work order on Consultant's form (or other similar Consultant's form) shall not constitute Client's agreement to the provisions printed or otherwise appearing on such form unless each provision is specifically accepted and initialed by Client.

(b) In the event the provisions in the Exhibits are in conflict with the provisions found elsewhere in this Agreement, the provisions in the Exhibits shall control.

23. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

24. Counterparts.

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but, when taken together, shall constitute one and the same instrument.

25. Governing Law.

This Agreement and the legal relations of the parties hereto concerning each Site shall be governed by the laws of the State in which such Site is located.

26. Captions.

Headings of particular Sections are inserted only for convenience and are in no way to be construed to be a part of this Agreement or as a limitation of the scope of the Sections to which they refer.

27. Severability.

If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

28. Waiver.

(a) No waiver of the provisions of this Agreement shall be binding and effective unless it (1) is in writing, (2) is signed by the party against whom the waiver is sought, (3) specifically sets forth the provision that is being waived, and (4) expressly waives that provision.

(b) A waiver of any breach of a provision of this Agreement shall be for that one time only and not for any subsequent breach.

29. Attorneys Fees, Etc.

In any action to enforce any of the provisions of this Agreement, the party which substantially prevails in such action shall be entitled to its reasonable costs and expenses, including, but not limited to, experts' fees, attorneys' fees, consultants' fees and court costs.

30. Venue.

The parties agree that the state or Federal trial court with subject matter jurisdiction located in Cincinnati, Hamilton County, Ohio is the exclusive jurisdiction and venue for any litigation between the parties under this Agreement.

31. Audit and Records.

(a) Consultant shall maintain and preserve, for the time period described in subsection 31(b), all records and documents (including notes, computer diskettes, etc.) in its possession or under its control (including those held by its employees, agents, accountants, subcontractors, or attorneys) which relate in any way to the Services, despite any document retention policy to the contrary ("Records"). Client, its attorneys, agents and authorized representatives, shall have the right, with or without notice, during the time period described in subsection 31(b), to examine and copy all such Records and shall have open access to said Records for any purpose, including but not limited to the purpose of audit, inspection and reproduction. Consultant shall be given a minimum of one (1) working day to assemble necessary information. Client shall reimburse Consultant for the cost of reproduction of Records (including labor and other reasonable expenses) incurred by Consultant.

(b) The time period for purposes of subsection 31(a) shall be as follows:

(i) Where claims have been made arising out of the performance of the Services, the time period shall end after the later of six (6) years from the date of final payment under this Agreement or when arbitration, litigation, or the claims have been fully resolved;

(ii) Where a governmental authority or agency (such as the U.S.E.P.A.) has required that Client have the Services performed, the time period shall end six (6) years after termination of the order requiring such Services;

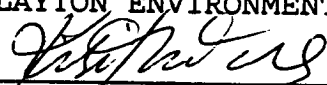
(iii) In all other cases, the time period shall end six (6) years after final payment under this Agreement.

(c) Consultant shall not submit to any agency or third party any data, records, reports, summaries, analyses, documents, other materials, or Records developed by Consultant in connection with the Services without first affording Client reasonable opportunity (to be not less than five (5) business days) to review such material. Concerning any draft or final reports, proposals or other communications with any governmental agency, or the agencies' contractors or consultants, or any third party, Consultant shall also allow for consideration of the written or oral comments of Client, its attorneys, and consultants.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Consultant and on behalf of Client as of the Effective Date.

FEDERATED CORPORATE SERVICES, INC. CLAYTON ENVIRONMENTAL

(Client Signature)



(Consultant Signature)

Please Print:

(Name)

(Title)

(Date)

Please Print:

Kirit H. Vora

(Name)

Vice President, Director, Corporate Accounts

(Title)

November 6, 1996

(Date)

EXHIBIT A

Description of Services

Provide turn-key consulting services as set forth in the Clayton Environmental proposal dated October 23, 1996 and addendum dated October 23, 1996 (copies attached) and in accordance with all applicable Federal, State, Local laws, regulations, rules and ordinances required in the completion of work. Clayton Environmental will proceed with in-place closure of UST (Option 2) first. In the event that the NYSDEC does not provide written approval to close the UST's in-place, Clayton Environmental will conduct tank removal (Option 1) in a manner that allows the store loading docks to remain accessable for truck deliveries and solid waste removal.

SCHEDULE:

Task A UST Decommissioning

Option 1: UST Removal	4 days
Option 2: UST in-place Closure	2 days

Task B AST Installation

Install 1,000 gallon AST	3 days
(1) concurrent with UST decommissioning phase of the \ project.	

EXHIBIT B

Site Location

Macy's
Galleria Mall
White Plains, NY

EXHIBIT C

Consultant's Fee

Base Bid - NOT TO EXCEED \$49,700.00 (1)

(1) Breakdown of Base Bid:

Task A UST Decommissioning

Option A: UST Removal \$34,200.00
Option B: UST Close In-Place 23,275.00

Task B AST Installation

Install 1,000 gallon AST 15,500.00

TOTAL TO REMOVE/INSTALL AST \$49,700.00

TOTAL CLOSE IN-PLACE/INSTALL AST \$38,775.00

CONTRACT TOTAL \$49,700.00

NOTE: Sub-contractors cost will be paid on direct pass through basis only.

Unit Prices

Analytical Costs:

Volatile Organic Compounds	\$110.00/sample
Base-Neutral Compounds	220.00/sample
Director	130.00/HR
Manager	100.00/HR
Senior Engineer	85.00/HR
Staff Engineer	65.00/HR
Admin. Assistant	35.00/HR

(ABOVE COSTS INCLUDE APPLICABLE TAXES.)

EXHIBIT D

PROJECT JOB BOOK

Guidelines/Instructions

Intent

The intent of the attached job book format is to provide a standardized manner of recordkeeping for the projects under Federated/Allied Asbestos Control Program.

Volumes

The job book has been divided into four (4) volumes corresponding to the scheduling of tasks and paperwork through the course of an abatement project. The volume divisions do not mandate that all information within one volume be placed in one binder. Depending on the project, the number of binders will vary in the make-up of volumes in direct proportion to the size and scope of the project.

Binders

All information listed in the Table of contents will be submitted in 3" black, 3-ring binders. These binders will have exterior plastic sleeves allowing for spine identification and be of the size to contain 8 1/2" x 11" documentation.

Tabs

Tabs will be numerically progressive in accordance with the job book format. No special printing of these tabs is required and no costs for special printing will be reimbursable by Owner to Consultant for the preparation of the job book. Tabs may be shelf purchased, standard numerical tabs and correspond to the main divisions shown. Sub divisions of each main heading will be separated by blue paper. Sub-sub divisions of the sub-divisions will be separated by pink paper.

Submittal

Job books will be delivered within fourteen (14) calendar days of final information submittal by the Contractor, but not later than thirty (30) calendar days following final completion of the project. Two sets of each job book will be submitted to the Owner. Final payments to consultants will not be made until job books have been completed and accepted by Owner.

Identification

All binders will be identified by typed demarcation on the spine of each binder. The identification cards will be placed in the plastic sleeve with no form of adhesive applied to the binder. The identification card should contain the following:

OWNER:
DIVISION:
PROJECT:
CITY:
STATE:
CONTRACTOR:
VOLUME: _____ OF _____
BINDER: _____ OF _____ (should more than one binder
be necessary to contain the information of the
volume)

Presentation

Presentation of all project documentation will be submitted in the attached format outlined for the job book. All pages and heading dividers will be 8 1/2" x 11" standard size. Oversized documents will be folded to this size and placed in plastic "pockets" in the book or legibly reduced in size.

Large format drawings will be folded, inserted into plastic "pocket", pre-punched for 3-ring binders, and placed in the appropriate section of the job book.

Miscellaneous information not described in the job book format may be placed at the end of each volume with corresponding numbers and descriptions added to the Table of Contents. If no information is applicable to the description on the outline for an individual project, the section will remain in the job book and contain one sheet with the description - "NO INFORMATION APPLICABLE UNDER THIS SECTION FOR THIS PROJECT". Sheet to include section # and Table of Contents description.

The Table of Contents for each volume will be placed in the first binder of each volume.

Additions

All additions to the job book will be promptly proposed, in writing, by the consultant to the Owner. All changes will be issued by the Owner to all consultants in written form. No changes or modifications will be made to this format without the written authorization of the Owner.

Confidentiality

All binders will include, on the cover sheet, a confidentiality and copy protection paragraph:

NOTE: Certain information contained in this Job Book is confidential. Do not reproduce or distribute any portion of this Job Book without the express written approval of Owner.

Volume I
Job Book

Asbestos Control Program

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2.2	PROJECT DIRECTORY
3.0	BIDDING DOCUMENTS
3.1	COVER SHEET
3.1.1	PROJECT
3.1.2	BID ADMINISTRATOR
3.1.3	MASTER CONSULTANT
3.2	INDEX TO BIDDING DOCUMENTS
3.3	INVITATION TO BIDDERS
3.4	INSTRUCTIONS TO BIDDERS
3.4.1	GENERAL
3.4.2	EXAMINATION OF CONDITIONS AFFECTING WORK
3.4.3	BID PROPOSALS
3.4.4	PREPARATION AND SUBMISSION OF PROPOSALS
3.4.5	AGENDA
3.4.6	INTERPRETATIONS
3.4.7	MODIFICATIONS AND/OR WITHDRAWAL OF PROPOSALS
3.4.8	REJECTION OF PROPOSALS
3.4.9	SUBSTITUTIONS
3.4.10	OPENING OF PROPOSALS
3.4.11	BIDDER QUALIFICATIONS
3.4.12	PERFORMANCE BOND AND PAYMENT BOND
3.4.13	AWARD AND EXECUTION OF CONTRACT
3.5	BID PROPOSAL FORM
3.6	SURETY'S BOND AFFIDAVIT
3.7	CONTRACTOR'S QUALIFICATION STATEMENT
3.8	CONTRACT DOCUMENTS
3.8.1	OWNER-CONTRACTOR AGREEMENT
3.8.2	PERFORMANCE BOND
3.8.3	PAYMENT BOND
3.9	NOTIFICATION OF PRE-BID MEETING
3.9.1	ATTENDEES
3.9.2	MINUTES OF PRE-BID MEETING
4.0	MISCELLANEOUS PRE-BID CLARIFICATION CORRESPONDENCE
5.0	PLANS AND TECHNICAL SPECIFICATIONS
5.1	DIVISION 1 - GENERAL REQUIREMENTS
5.2	DIVISION 2 - SITE WORK
5.3	DIVISION 9 - FINISHES
5.4	DIVISION 15 - MECHANICAL
5.5	DRAWINGS

- 6.0 REINSULATION SPECIFICATIONS
 - 6.1 DIVISION 1 - GENERAL REQUIREMENTS
 - 6.2 DIVISION 15 - MECHANICAL
- 7.0 BID DOCUMENT ADDENDA/AMENDMENTS

Volume II
Job Book

PRE-CONSTRUCTION DOCUMENTS AND SUBMITTALS

Asbestos Control Program

(DIVISION)
(PROJECT NAME)
(CITY, STATE)

Volume II
Job Book

Asbestos Control Program

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 - 13.3 CONTRACTOR'S PLAN OF ACTION
 - 13.4 CONTRACTOR'S RESPIRATORY PROTECTION PLAN
 - 13.5 WASTE DISPOSAL PLAN
 - 13.6 CONTRACTOR'S STAFF
 - 13.6.1 RESUMES
 - 13.6.2 TRAINING AND CERTIFICATES
 - 13.7 CONTRACTOR'S MEDICAL MONITORING PROGRAM
 - 13.8 CONTRACTOR'S TRAINING PROGRAM
 - 13.9 CONTRACTOR'S LICENSE TO DO WORK FROM STATE AND LOCAL AGENCIES
 - 13.10 WORKER DOCUMENTATION
 - 13.10.1 CERTIFICATE OF WORKER ACKNOWLEDGMENT FORMS
 - 13.10.2 EMPLOYEE MEDICAL EXAM RESULTS
 - 13.10.3 CERTIFICATE OF WORKER RELEASE FORMS
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- 13.11.3.1 DEPARTMENT OF HEALTH
 - 13.11.3.2 FIRE DEPARTMENT
 - 13.11.3.3 CITY INSPECTION DEPARTMENT
 - 13.11.3.4 AIR QUALITY CONTROL
 - 13.11.3.5 WATER QUALITY CONTROL
 - 13.11.3.6 OTHER LOCAL DEPARTMENTS
 - 13.12 MANUFACTURER'S DATA AND CERTIFICATIONS
 - 13.13 CONTRACTOR'S CONTINGENCY/EMERGENCY PLAN
 - 13.14 CONTRACTOR'S TESTING LABORATORY
QUALIFICATIONS AND PROCEDURES
 - 13.15 CONTRACTOR'S CURRENT CERTIFICATE OF
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DATE IN ACCORDANCE WITH CONTRACT
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Volume III
Job Book

PROJECT DURATION SUBMITTALS

Asbestos Control Program

(DIVISION)
(PROJECT NAME)
(CITY, STATE)

Volume III
Job Book

Asbestos Control Program

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- 5.0 CONTAINMENT INSPECTIONS/NEGATIVE PRESSURE SYSTEM
- 6.0 GLOVE BAG OPERATIONS/INSPECTIONS
- 7.0 AREA ACCESS
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- 11.0 CONSULTANT'S WEEKLY PROGRESS REPORTS
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- 14.0 CHANGE ORDER SUMMARY
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 - 15.1 FINAL CLEANING
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- 16.0 CERTIFICATE OF VISUAL INSPECTION
- 17.0 CERTIFICATE OF SUBSTANTIAL COMPLETION
- 18.0 PUNCH LIST
- 19.0 CERTIFICATION AND APPLICATION FOR PAYMENT
- 20.0 ASBESTOS DISPOSAL RECEIPTS/WASTE MANIFESTS
- 21.0 AUDIT OBSERVATIONS/DOCUMENT CHECKLIST
- 22.0 CORRESPONDENCE WITH LOCAL, STATE, AND FEDERAL AGENCIES

Volume IV
Job Book

Asbestos Control Program

PROJECT CLOSE-OUT SUBMITTALS

(DIVISION)
(PROJECT NAME)
(CITY, STATE)

Volume IV
Job Book

Asbestos Control Program

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- 9.0 RELEASE OF PAYMENT BONDS
- 10.0 RELEASE OF PERFORMANCE BONDS

EXHIBIT E

DUTIES, RESPONSIBILITIES AND LIMITATION OF AUTHORITY OF THE PROJECT MONITOR

CONSULTANT will provide administration of performance of the CONTRACTOR's Work and will appoint a Project Manager and a Project Monitor, assistants and other field staff as agreed to by Owner, to assist in observing performance of the Work of CONTRACTOR.

Through on-site observations of CONTRACTOR's execution of the Work and field checks of materials and equipment, CONSULTANT shall provide protection against defects and deficiencies in the execution of the Work, provided, however, the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for CONTRACTOR's failure to perform the Work in accordance with the CONTRACT DOCUMENTS.

All capitalized terms used herein are as defined in the General Provisions of the OWNER-CONTRACTOR AGREEMENT.

The duties and responsibilities of the Project Monitor are limited and described below:

A. General

If the Project Manager is not, the Project Monitor will be trained in contract management and asbestos-abatement techniques, and have a working knowledge of air monitoring and ACM analytical techniques.

Project Monitor will act as directed by and under the supervision of CONSULTANT. Project Monitor's dealings in matters pertaining to CONTRACTOR's execution of the Work shall be primarily with CONTRACTOR, keeping OWNER advised as appropriate. Project Monitor's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. All of OWNER's instructions to CONTRACTOR will be issued by CONSULTANT.

B. Duties and Responsibilities of Project Monitor

1. Submittals. Project Monitor shall maintain an inventory and accounting of all submittals called for in the CONTRACT DOCUMENTS. Project Monitor shall secure CONTRACTOR's Schedule of Submittals no later than delivery of CONTRACTOR's preconstruction submittals. Project Monitor shall assist CONSULTANT in obtaining submittals required

from CONTRACTOR including, but not limited to, those required:

- (a) Prior to commencement of Work,
- (b) For CONTRACTOR's initial payment application,
- (c) For CONTRACTOR's application for Substantial Completion, and
- (d) For CONTRACTOR's Final Payment Application.

2. Schedules: Project Monitor shall review the Progress Schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and review with CONSULTANT concerning acceptability.

3. Conference and Meetings: Project Monitor shall attend meetings with CONTRACTOR, such as preconstruction meetings, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof to CONSULTANT, CONTRACTOR and OWNER.

4. Liaison: Project Monitor shall:

(a) Serve as CONSULTANT's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist CONTRACTOR in understanding the intent of the CONTRACT DOCUMENTS.

(b) Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR.

(c) Assist in obtaining from CONSULTANT for OWNER additional details or information, when required, for proper execution of the Work.

5. Shop Drawings, Samples and Data: Project Monitor shall:

(a) Record date of receipt of Shop Drawings, and Samples and Data.

(b) Receive Samples and Data which are furnished at the Project by CONTRACTOR, and notify CONSULTANT of availability of Samples and Data for examination.

(c) Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing, Sample or Data if the submittal has not been approved by CONSULTANT.

(d) Secure all information required from Contractor for the successful completion of the Project Job Book.

6. CONTRACTOR's Detailed Plan of Action: Once CONTRACTOR's Detailed Plan of Action is accepted, Project Monitor shall observe and report any deviations therefrom to CONSULTANT.

7. Review of Work, Rejection of Defective Work, Inspections and Tests: Project Monitor shall:

(a) Conduct on-site observation of CONTRACTOR's execution of the Work to assist CONSULTANT in determining if the Work is proceeding in accordance with the CONTRACT DOCUMENTS;

(b) Promptly report to CONSULTANT whenever Project Monitor believes that any Work is unsatisfactory, faulty or defective, does not conform to the CONTRACT DOCUMENTS, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, and promptly advise CONSULTANT of Work that Project Monitor believes should be corrected or rejected or should be uncovered for observation or requires special testing, inspection or approval.

(c) Verify that any required tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate Owner or other personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.

(d) Accompany inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and promptly report to CONSULTANT.

(e) Be provided the services of a Certified Industrial Hygienist and a Certified Testing Laboratory to carry out OWNER's responsibility for an air monitoring program to insure that the building outside of CONTRACTOR's work areas remains uncontaminated. In accordance with CONSULTANT's Quality Assurance Plan, Project Monitor will review the air monitoring test results of CONTRACTOR and conduct independent verification testing on 10% of CONTRACTOR's testing inside CONTRACTOR'S work areas.

Project Monitor will certify the Pre-Clearance Visual Inspection made by CONTRACTOR and will conduct clearance air sampling.

(f) Be responsible for implementation of CONSULTANT's Quality Assurance Plan for the Project.

(g) Have OWNER's authority to stop all Work on the Project if a Hazardous Situation arises.

8. Interpretation of Contract Documents: The Project Monitor shall report to CONSULTANT when clarifications and interpretations of the CONTRACT DOCUMENTS are needed by CONTRACTOR and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.

9. Modifications: Project Monitor shall consider and evaluate CONTRACTOR's suggestions for responses to Work Directive Changes, Addenda, Change Orders, and Field Orders regarding Drawings or Specifications and report with Project Monitor's recommendations to CONSULTANT. Project Monitor shall promptly transmit to CONTRACTOR decisions as issued by CONSULTANT. Project Monitor shall have authority to issue Change Orders which do not exceed \$500.00 per modification in aggregate direct and incidental costs.

10. Records: Project Monitor shall:

(a) Maintain at the Project orderly files for correspondence, reports of job conferences, Shop Drawings, Samples, and Data, CONTRACT DOCUMENTS including all Work Directive Changes, Addenda, Change Orders, Field orders, Plans and Specifications issued subsequent to the execution of the CONTRACT, CONSULTANT's clarifications and interpretations of the CONTRACT DOCUMENTS, progress reports, and other Project related documents.

(b) Keep a diary or log book recording CONTRACTOR hours on the Project, weather conditions if appropriate, conditions concerning OWNER's employees or customers which may affect the Work, data relative to questions concerning Work Directive Changes, Addenda, Change Orders, Field Orders or changed conditions, list of Project visitors, daily activities, decisions, observations in general, and detailed observations in the case of observing test procedures; and promptly send copies to CONSULTANT.

(c) Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

11. Reports: Project Monitor shall:

(a) Furnish CONSULTANT regular periodic reports of CONTRACTOR's execution of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawings, Samples, Data and Submittals.

(b) Confer with CONSULTANT, in advance of scheduled major tests, inspections or start of important phases of the Work.

(c) Draft proposed Change Orders, Field Orders, and Work Directive Changes, obtaining backup material from CONTRACTOR, and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.

(d) Report immediately to CONSULTANT and OWNER upon the occurrence of any accident or Hazardous Situation.

12. Payment Requests: Project Monitor shall review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Project but not incorporated in the Work.

13. Certificates, Maintenance and Operation Manuals: During the course of CONTRACTOR's execution of the Work, Project Monitor shall verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and all in accordance with the CONTRACT DOCUMENTS, and shall have this material delivered to CONSULTANT for review and forwarding to OWNER prior to final payment for the Work.

14. Completion: Before CONSULTANT issues a Certificate of Substantial Completion, the Project Monitor shall:

(a) Submit to CONTRACTOR a list of observed items requiring completion or correction.

(b) Conduct final inspection in the company of CONSULTANT, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected (punch list).

(c) observe that all items on the punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance, and the issuance of CONSULTANT's Certificate of Completion.

.C. Limitations of Authority of Project Monitor

The Project Monitor:

1. Shall not authorize any deviation from the CONTRACT DOCUMENTS or substitution of materials or equipment with a value in excess of \$500 per modification unless authorized in writing by the OWNER.

2. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

3. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the CONTRACT DOCUMENTS.

4. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

5. Shall not accept Shop Drawing, Sample or Data submittals from anyone other than CONTRACTOR.

6. Shall, after appropriate clearance, authorize OWNER to occupy the Project in whole or in part.

7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

8. Shall not advise on or issue directives of a legal nature concerning the CONTRACT DOCUMENTS, but shall forward questions of this regard through CONSULTANT to OWNER.

CONTRACT #: 601073

EXHIBIT G
SPECIAL CONDITIONS

EXHIBIT H
FEDERATED DEPARTMENT STORES, INC.

SPECIFICATIONS AND SCOPE OF WORK
PHASE I ENVIRONMENTAL SITE ASSESSMENT

Consultant Responsibilities:

1. Obtain the available property information from the applicable Federated Department Stores Inc. ("Federated") representative for the identified property ("Property"). The Federated representative will provide the name of an on-site contact person and arrange with this person for access to the Property.
2. Conduct a walk-through and an evaluation of the Property and all structures on it. Identify and document any evidence of Hazardous Materials (as defined in this Specification) or environmental conditions which would affect the economic value or marketability of the Property, cause any environmental regulatory or enforcement action or give rise to any clean up or remediation action. The Phase I Environmental Site Assessment must be in accordance with current ASTM standards. Topics to be covered include, but are not limited to the following:
 - (a) Above-ground and underground storage tanks, drums or pipelines, including an evaluation of their operations and maintenance;
 - (b) Polychlorinated biphenyl ("PCB's") in electrical transformers, light ballasts, capacitors and hydraulic systems;
 - (c) Soil contamination involving the past or current uses at the Property;
 - (d) Radon gas and radioactive materials;
 - (e) Environmental concerns involving landfills, ponding, septic tanks, wastewater discharges, ground water contamination monitoring wells, water wells or dry wells;
 - (f) Surface stains or spills;
 - (g) Indoor air quality issues;

- (h) Suspected Asbestos-Containing Materials (ACM);
 - (i) The use, handling, storage, shipping and disposal of Hazardous Materials and other chemicals at the Property;
 - (j) Potential lead contamination in drinking fountains as identified in the USEPA's Lead Contamination Control Act;
 - (k) Potential existence of lead based paint; and
 - (l) History of uses and occupancies at the Property.
3. Review available Property records including building(s) plans and specifications, soil reports, permits, construction and maintenance records, current or former environmental reports, and current and historical aerial site photographs or documents, geological or hydrological records, maps, (if applicable) and correspondence regarding the use, storage, history of spills or disposal of any Hazardous Materials on the Property.
 4. Obtain from Federated and review a Title Report prepared by a title company to determine the names of prior owners to identify potential environmental concerns.
 5. Prepare a chemical inventory of all Hazardous Materials and chemicals stored or used by the Owner at the Property. Review and comment on the use, storage, handling, shipping, and disposal methods currently being used by the Owner.
 6. Review and comment on current occupant's business uses and operations at the Property relating to their use, storage, handling, shipping, or disposal of any Hazardous Material, and other chemicals.
 7. Identify any known or potential environmental contamination at the Property. Identify any known or potential environmental contamination at other properties within an approximate 1/2 mile distance (extending from the property line on each side of the Property ("Nearby Properties")). Identify which concerns are upgradient from the Property. Identify the approximate distance between the Property and Nearby Properties. Determine what the potential is for environmental impact to the Property from the identified Nearby Properties. This assessment of environmental concerns will include, but not be limited to, the following activities:
 - a) Conduct interviews with the Property Owner and staff at the Property (engineers, and property management personnel) and federal, state, and local governmental agencies to determine the use, storage, history of spills, and disposal of any Hazardous Materials on the Property or the Nearby Properties;

- b) Make a direct inquiry to the regulatory agencies regarding the Nearby Properties and review available files provided by regulatory agencies. Provide to Federated written confirmation from the agency contacted or written results of an in-person agency file review or interview. The Consultant may not rely solely on the outside service information to evaluate the potential environmental hazards to the Property, including, but not limited to; Federal NPL, Federal CERCLIS,
 - c) Review environmental lists prepared by regulatory agencies, Federal RCRA TSD facilities, Federal RCRA generators, Federal ERNS, state lists of hazardous waste sites, state landfill and/or solid waste disposal sites, state leaking and registered UST lists;
 - d) Make a "drive-by" or "walk-by" observation of the Nearby Properties from outside of their property lines. The Consultant will not query owners or on-site personnel of the Nearby Properties or access the Nearby Properties, without approval of Federated; and
 - e) The Consultant will avoid, to the extent possible, creating or adding to any concern regarding the existence of any Hazardous Materials on the Property.
8. Review and document the past and present uses, occupancies, and waste management practices at the Property. Determine and describe the wastes generated and disposed of by the Property. Determine and evaluate the disposal methods, transportation and disposal site. Determine which tenants, if any, arrange and contract for their own waste disposal, describing briefly the kinds of wastes generated.
9. Identify the utilities servicing the Property. Identify and evaluate the source(s) of domestic water for the Property.
10. Describe all current reporting requirements of federal, state and, local regulatory agencies associated with underground or above-ground storage tanks and spill reporting at the Property. Notify Federated if Right-to-Know (i.e., Sara Title III), or similar reporting requirements are applicable.
11. State whether or not the Property is located in a state with a superlien law or a state with specific requirements regarding the environmental condition of the site prior to property transfer, such as notification, inspection or approval. Describe the requirements of the State. If the Property is in a state with a superlien law, state whether or not there is a superlien against the Property.

12. State whether or not the Property is in a "non-attainment" area as established and/or defined by the federal Clean Air Act.
13. Determine whether or not permits for air emissions or storm water discharge are recorded for the Property address(es).
14. State whether or not the property is located in an area identified as a "wetlands" area.
15. State what, if any, ordinances, statutes, regulations or guidelines affect the disposal of fluorescent lamps and PCB-containing fluorescent light ballasts from the Property.
16. Immediately notify the Client of any aspects of the investigation that require further investigation. Provide prompt verbal recommendations and estimates for further studies, testing, samplings, or other work considered appropriate and which fall outside the scope of work as defined in this document. Provide a written description of the type of work, the scope of work, and an estimate of all costs associated with the work.
17. Prepare a written report for the Property documenting the findings of the investigation. The report shall include, but not be limited to, the following items:

- I. Cover Letter
- II. Table of Contents
- III. Executive Summary
- IV. Introduction
- V. Site Description
- VI. Records Review
- VII. Site Reconnaissance
- VIII. Interviews
- IX. Conclusions and Recommendations

Appendix

1. Photographs
2. Site Plan
3. Current 7.5 Minute Topographic Map
4. Sample Logs (if any)
5. Previous Environmental Reports regarding the Property
6. List of Persons Interviewed including their employer, title, telephone number and date of interview

The report shall include the following statement in the cover letter:

The Consultant understands that _____ and its Investors, assignees, designees, successors, and assigns intend to rely upon this report as an evaluation of the environmental conditions at the subject property for the purpose of deciding whether and under what conditions to proceed with the real estate transaction involving the meet the standard diligence practices for an environmental assessment property. The work was performed with sufficient detail and scope to meet the standard diligence practices for an environmental assessment for an institutional investor of real estate in the current marketplace. Consultant understands that the intent is to complete an investigation which will help provide for _____ and its Investors, assignees, designees, successors, and assigns the status of "Innocent Purchaser" as defined in Sec. 101 (35) (A) and (B) of 42 U.S.C.A. SS 9601 (35) and 107 (b) (3) of 42 U.S.C.A. SS 9607 and that _____ and its Investors, assignees, designees, successors, and assigns may rely upon the work for the above purpose.

18. "Hazardous Material" means any material or substance:
- (i) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et.seq.) and amendments thereto and regulations promulgated thereunder;
 - (ii) containing gasoline, oil, diesel fuel or other petroleum products;
 - (iii) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act and amendments thereto and regulations promulgated thereunder;
 - (iv) containing polychlorinated biphenyl (PCB's);
 - (v) described as radioactive;
 - (vi) containing or suspected of containing asbestos
 - (vii) considered infectious or biohazardous or;

as (viii) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance or policy or which is defined "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation or ordinance, and any other material or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined by Environmental Laws; or materials which cause a nuisance upon or waste to the subject property.

CONFIDENTIALITY AGREEMENT

Federated Department Stores, Inc. ("Federated") and Clayton Environmental ("Consultant") are negotiating to enter into or have entered into one or more ^{Consultants, I} environmental consultant agreements (hereafter referred to as "Agreement"). Federated and Consultant have agreed to enter into this confidentiality agreement ("Confidentiality Agreement") executed on this 6th day of November, 1996 to set forth standards, procedures and other requirements related to maintaining the confidentiality of all information, documents or other materials provided to or generated or held by Consultant in connection with providing environmental consulting services to Federated prior to and after entry of the Agreement. This Confidentiality Agreement will supplement and/or amend, and will not be superseded by, the Agreement that has been or will be entered into by Federated and Consultant. All environmental consulting services provided prior to entry of the Agreement shall be deemed, for purposes of this Confidentiality Agreement, to have been conducted pursuant to the Agreement.

Wherefore, the parties to this Confidentiality Agreement agree as follows:

1. Confidentiality of All Communications: All oral and written communications between Federated and Consultant related to environmental consulting services under the Agreement, and all information, including, without limitation, all documents and samples, obtained, held or developed by Consultant pursuant to the Agreement are and shall be treated as strictly and completely confidential. Consultant understands and agrees that none of its directors, officers, partners, employees, agents, attorneys or subcontractors (hereinafter "Employee(s)") shall disclose to or discuss with any third party, including, without limitation, any local, state or federal government agency, the terms of the Agreement, any documents, information or other materials provided to Consultant by Federated, or any other communications or information directly or indirectly relating to performance of services under the Agreement which Consultant obtains during its performance of services under the Agreement, without the prior written consent of Federated, except as may be required by law. Consultant shall notify Federated in writing prior to making any disclosure that may be required by law, including without limitation, any disclosure pursuant to a subpoena, discovery request or other demand or pursuant to a potential reporting or disclosure obligation under applicable law. Consultant immediately shall notify Federated in writing of any subpoena, discovery request or other demand for information subject to this Confidentiality Agreement or any condition or incident potentially giving rise to a reporting or disclosure requirement under applicable laws, and shall provide Federated with a reasonable opportunity to object to any such disclosure and to pursue legal or other action, as appropriate,

to prevent or restrict such disclosure prior to any such disclosure, or to undertake its own reporting or disclosure.

2. Ownership of Information and Documents.

a. All documents and other materials of any kind supplied to the Consultant by Federated or its agents, or generated, requested or held by Consultant in connection with providing services under the Agreement, and any copies thereof, are and shall remain the property of Federated and shall be returned to Federated upon termination of the Agreement or upon the request of Federated. Consultant agrees that it will not duplicate or otherwise reproduce any portion of said documents without the prior consent of Federated.

b. All documents, including, without limitation, draft and final reports, field notes, evaluations, laboratory results and other information that Consultant generates, prepares, maintains or holds pursuant to the Agreement are and remain the property of Federated and shall be provided to Federated upon Federated's request and/or within fifteen (15) days of the effective date of the termination of the Agreement. Consultant specifically agrees that it shall not be entitled to withhold such documents pending Federated's payment of any final invoice or bills. Consultant may retain, for its own internal records, copies of any final written report that it prepares and/or sampling results that it obtains or completes under the Agreement, provided that Consultant shall prominently label any such copies "CONFIDENTIAL COMPANY PROPRIETARY INFORMATION: DO NOT DISCLOSE TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT OF FEDERATED DEPARTMENT STORES, INC." and shall not disclose any such reports or sampling results to any person whatsoever without the prior written consent of Federated.

3. Submission of Draft and Final Reports:

a. Consultant shall submit all written reports summarizing findings and conclusions in draft form to in-house or outside legal counsel, as specified by Federated, for the purpose of allowing such legal counsel to undertake a legal review and provide legal advice to Federated in connection with the draft report.

b. No draft or final report summarizing findings and conclusions will be submitted directly to any other employee of Federated or any third party without the prior consent of Federated. Federated shall approve the draft report before submission in final form.

c. All draft reports shall be marked prominently on each page with the words "DRAFT: PRIVILEGED & CONFIDENTIAL." All final reports shall be marked prominently on each page with the words "PRIVILEGED & CONFIDENTIAL."

4. Destruction of Draft Reports: All drafts of written reports prepared by the Consultant shall be destroyed concurrently with the submission of the final report approved by Federated, unless Federated requests in writing that such draft written reports be sent to Federated. Upon such a request, the draft reports shall be sent to Federated.

5. Services for Legal Counsel: Consultant may perform services under the Agreement at the request or under the direction of legal counsel for Federated for the purpose of seeking advice of counsel, assisting legal counsel in advising Federated regarding compliance with legal requirements and/or for preparing for potential litigation or other legal proceedings against Federated by public or private parties. With respect to any services under the Agreement that are performed at the request and/or direction of legal counsel, Consultant shall take instructions from and report its findings only to legal counsel and persons specifically authorized by legal counsel. In addition, Consultant shall treat and mark conspicuously all information developed or obtained in performing services for legal counsel by marking all such information as "PRIVILEGED AND CONFIDENTIAL: ATTORNEY-CLIENT COMMUNICATIONS AND ATTORNEY WORK-PRODUCT" and maintaining such information in controlled access files marked with the same language, unless directed otherwise by legal counsel. Consultant further shall maintain the strict confidentiality of this information, as specified in Section 1, and shall limit access to all such files to those Employees directly engaged in providing services in connection with the matter at issue on a need to know basis. In addition, if so directed by legal counsel, Consultant shall inform any employees or agents of Federated that any communications concerning matters within the employee's or agent's duties are made at the request and direction of legal counsel in order that Federated may obtain legal advice.

6. Breach of Contract: Consultant's failure to comply with the terms of this Confidentiality Agreement shall constitute a material breach of the Agreement between Consultant and Federated. Federated shall have the right, but not the obligation, to terminate such Agreement based on a breach of this Confidentiality Agreement and/or to pursue injunctive relief to enforce the provisions of this Confidentiality Agreement. For purposes of any action brought by Federated to enforce this Confidentiality Agreement through injunctive relief, the parties agree and acknowledge that irreparable harm will be caused by any breach of this Confidentiality Agreement.

7. Representation: Consultant represents and warrants that all Employees of Consultant will and shall be required to comply with the terms and provisions of this Confidentiality Agreement.

8. Acknowledgment: Consultant shall provide each Employee that performs work for Federated with a copy of this Confidentiality Agreement and shall require each such Employee to sign an acknowledgment that the Employee has read, understands and will comply with the terms of this Confidentiality Agreement. Consultant will provide Federated with a copy of each such acknowledgment upon request.

9. Further Assurances: Consultant agrees to obtain the same assurances as to confidentiality and nondisclosure required under this Confidentiality Agreement from all persons or entities that Consultant may call upon to assist Consultant in providing consulting services under the Agreement, including, but not limited to, subcontractors working under Consultant's direction. At Federated's request, Consultant shall have each such subcontractor sign a substantially similar Confidentiality Agreement with Federated.

10. Liability: Consultant assumes liability for any damages and costs to Federated arising from any breach of this Confidentiality Agreement by Consultant, its Employees and any third party to which Consultant or its Employees have disclosed information, documents or other materials subject to this Confidentiality Agreement.

11. Exceptions: The following information shall not be subject to the terms of this Confidentiality Agreement: (i) information that, at the time of disclosure, has become generally available to the public through no act of the Consultant; (ii) information that was already in Consultant's possession as non-confidential information prior to the time of Federated's disclosure of it to Consultant; (iii) information that was independently made available as a matter of right to Consultant by any other person, provided that person had the right to make such disclosures; or (iv) is required to be disclosed by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, provided that, if that happens, as specified in Section 1, above, Consultant promptly will notify Federated prior to the release of the information to provide Federated with a reasonable opportunity to protect its interests.

12. Conflicting Provisions: This Confidentiality Agreement amends any prior Agreement entered into between the parties and will not be superseded by any Agreement subsequently entered into by the parties. To the extent that any inconsistency or conflict exists between the provisions of this Confidentiality Agreement and the Agreement, the provisions of this Confidentiality Agreement will control. This Confidentiality Agreement further applies to any documents or information previously provided to or generated or held by Consultant under any prior agreement between Federated and Consultant.

13. Survival: The terms of this Confidentiality Agreement shall survive the termination of the Agreement.

14. Notices: All written notices and demands that are required under this Confidentiality Agreement shall be given in by first class mail/return receipt requested, overnight courier, confirmed facsimile transmission or hand delivery to the individuals identified below.

Federated Department Stores, Inc.
7 West Seventh Street
Cincinnati, OH 45202
ATTN: Klaus Ziermaier, Esq.
(513) 579-7900
(513) 579-7555 (FAX)

Consultant:

Clayton Environmental Consultants, Inc.
41650 Gardenbrook Road, Suite 155
Novi, Michigan 48375
ATTN: Rita Repko, Esq.

15. Modification and Waiver: No addition to or modification or waiver of any provisions of this Confidentiality Agreement shall be binding on either party unless made in writing and executed by an authorized representative of Federated and an authorized representative of Consultant. The waiver of any provision of this Confidentiality Agreement by either party shall not be construed as a waiver of any claims arising from a subsequent breach of that or any other provision of this Confidentiality Agreement. The failure of either party to object to, or to take affirmative action with respect to, any conduct of the other party shall not be construed as a waiver of that party's objection to such conduct or as a waiver of any claim arising from a future breach or subsequent wrongful conduct.

16. Severability: If any provision of this Confidentiality Agreement is determined to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, the remaining provisions shall be deemed valid and enforceable to the maximum extent possible.

17. Entire Agreement: This Confidentiality Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior written agreements, negotiations, representations or proposals, written or oral, relating to its subject matter.

18. Governing Law and Venue: The validity, performance and construction of this Confidentiality Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio applicable to contracts made therein. Venue in Hamilton County, Ohio shall be proper in any action brought under this Agreement.

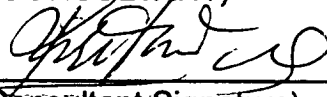
19. Execution: This Confidentiality Agreement may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument.

20. Authorized Signature: Each person signing this Confidentiality Agreement certifies that he or she is fully authorized by the party he or she represents to enter into this Confidentiality Agreement, to execute it on behalf of Company and to legally bind Company.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Consultant and on behalf of Federated as of the Effective Date.

*(CONSULTANT)

- FEDERATED CORPORATE SERVICES, INC.



(Consultant Signature)

(Client Signature)

Please Print:

Please Print:

Kirit H. Vora

(Name)

Vice President, Director, Corp. Accounts

(Title)

November 6, 1996

(Date)

(Name)

(Title)

(Date)

Privileged and Confidential

APPENDIX B
NYSDEC AND WHITE PLAINS BUILDING DEPARTMENT PERMITS

New York Regional Office

Raritan Center
160 Fieldcrest Avenue
Edison, NJ 08837
(908) 225-6040
Fax (908) 225-4577

Clayton
ENVIRONMENTAL
CONSULTANTS

December 18, 1996

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION - REGION 3
200 White Plains Road
5th Floor
Tarrytown, NY 10591-5805
Attention: Petroleum Bulk Storage

Clayton Project No. 40-97140.00

**Subject: Macy's White Plains- Petroleum Bulk Storage Facility
Change of Ownership**

Dear Sir:

Enclosed please find the application for change of ownership for the above-mentioned facility. A check in the amount of \$250.00 is also enclosed. The facility's petroleum bulk storage registration number is 3-173665.

Please feel free to call me at (908) 225-6040 if you have any questions.

Sincerely,



Susan Bayat, P.E.
Senior Engineer Consultant
Environmental Management and Remediation
New York Regional Office

cc: P. McConocha
k. Vora

PETROLEUM BULK STORAGE APPLICATION

Pursuant to the Petroleum Bulk Storage Law,

Article 17, Title 10 of ECL; 6 NYCRR 612-614 and 6 NYCRR, Subpart 360-14.

(Continued on Reverse Side—Please Be Sure to Complete Section B)

SECTION A—See Instructions on Cover SheetPlease Type or Print Clearly
and Complete All Items

PBS NUMBER 3-173665		F A C I L I T Y		OWN ER		CORRESPONDENCE MAILING	
Indicate Other Existing DEC Numbers, if any, for this Facility: _____		NAME Macy's White Plains		TYPE OF PETROLEUM FACILITY: (Check all that apply)		OFFICIAL USE ONLY	
CBS Number: _____		LOCATION (Not P.O. Boxes) 100 Main Street		A. ☐ Storage Terminal/Petroleum Distributor B. ☐ Retail Gasoline Sales C. ☐ Other Retail Sales D. ☐ Manufacturing E. ☐ Utility F. ☐ Trucking/Transportation G. ☐ Apartment Building H. ☐ School I. ☐ Farm J. ☐ Private Residence K. ☐ Airline (Air Taxi) L. ☒ Other (Specify) Department Store		NAME OF OWNER OR AUTHORIZED REPRESENTATIVE Sean R. Havey AMOUNT ENCLOSED \$250.--	
SPDES Number: _____		LOCATION (Continued) CITY/TOWN/VILLAGE White Plains COUNTY Westchester STATE NY ZIP CODE 10601 TOWNSHIP OR CITY NAME OF OPERATOR AT FACILITY Frank Steinxner FACILITY TELEPHONE NUMBER (914) 946 5015 EMERGENCY CONTACT NAME Sean R. Havey EMERGENCY CONTACT PHONE NO. (718) 802 7645		I hereby certify under penalty of perjury that the information provided on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.		NAME OF OWNER OR AUTHORIZED REPRESENTATIVE Sean R. Havey AMOUNT ENCLOSED \$250.--	
TRANSACTION TYPE (Check all that apply) NOTE: Transaction Types 1, 2 and 5 may require a fee. 1. ☐ Initial/ ☐ New Facility 2. ☒ Change of ☐ Ownership 3. ☐ Substantial ☐ Tank Modification 4. ☐ Information ☐ Correction 5. ☐ Renewal		NAME Macy's East, Inc. ADDRESS (Street and/or P.O. Box) 151 West 34th Street Room 1206 CITY New York STATE NY ZIP CODE 10001 OWNER TELEPHONE NUMBER (718) 802 7645 TYPE OF OWNER (Check only one) 1 ☐ Private Resident 2 ☐ State Government 3 ☐ Local Government 4 ☐ Federal Government 5 ☒ Corporate/Commercial		TITLE Regional Engineering Manager SIGNATURE <i>Sean Havey</i> DATE 12/16/96		Page _____ of _____ Date Received: ____/____/____ Date Processed: ____/____/____ Amount Received \$ _____ Reviewed By: _____	
Geographical Locator for this Facility: (If known) LATITUDE: _____ DEG MIN SEC LONGITUDE: _____ DEG MIN SEC		NAME OF COMPANY Macy's East, Inc. ADDRESS 151 West 34th Street Room 1206 ADDRESS CITY/STATE/ZIP CODE New York New York 10001 TELEPHONE NUMBER (718) 802-7645		ATTENTION Sean R. Havey NAME OF COMPANY Macy's East, Inc. ADDRESS 151 West 34th Street Room 1206 ADDRESS CITY/STATE/ZIP CODE New York New York 10001 TELEPHONE NUMBER (718) 802-7645		ATTENTION Sean R. Havey NAME OF COMPANY Macy's East, Inc. ADDRESS 151 West 34th Street Room 1206 ADDRESS CITY/STATE/ZIP CODE New York New York 10001 TELEPHONE NUMBER (718) 802-7645	



SECTION B—See Instructions on Cover Sheet

[illegible]

PETROLEUM BULK STORAGE REGISTRATION CERTIFICATE

NYS DEC - REGION 3
 200 WHITE PLAINS RD, 5th Fl
 TARRYTOWN, NY 10591-5805
 (914) 332-1835, Ext. 363



Page 1 of 1

TANK NUMBER	DATE INSTALLED	TANK TYPE	CAPACITY (GALLONS)	DATE LAST TESTED	TESTING DUE DATE
1	12/79	Steel/Carbon Steel	10,000	07/88	07/93
2	12/79	Steel/Carbon Steel	10,000	11/88	11/93
3	12/79	Steel/Carbon Steel	100		

* Aboveground tanks require monthly visual inspections and may need documented internal inspections as described in 6NYCRR Pt. 613.

ISSUE	Commissioner Michael Zagata	MAILING CORRESPONDENCE	SEAN R. HAVEY MACY'S EAST, INC. 151 WEST 34TH STREET/ROOM 1206 NEW YORK, NY 10001
PETROLEUM BULK STORAGE REGISTRATION NUMBER			
FEE PAID	\$ 250		

OWNER MACY'S EAST, INC. 151 WEST 34TH STREET NEW YORK, NY 10001	OWNER MACY'S EAST, INC. 151 WEST 34TH STREET NEW YORK, NY 10001
SITE MACY'S WHITE PLAINS 100 MAIN ST WHITE PLAINS, NY 10601	SITE MACY'S WHITE PLAINS 100 MAIN ST WHITE PLAINS, NY 10601
OPERATOR (Name and Telephone Number) FRANK STEIXNER (914) 946-5015	OPERATOR (Name and Telephone Number) FRANK STEIXNER (914) 946-5015
EMERGENCY CONTACT (Name and Telephone Number) SEAN R. HAVEY (718) 802-7645	EMERGENCY CONTACT (Name and Telephone Number) SEAN R. HAVEY (718) 802-7645
As an authorized representative of the above named facility, I affirm under penalty of perjury that the information displayed on this form is correct to the best of my knowledge. Additionally, I recognize that I am responsible for assuring that this facility is in compliance with all sections of 6 NYCRR Parts 612, 613 and 614, and applicable sections of 6 NYCRR Subpart 360-14 (used oil tanks only), not just those cited below: - The facility must be re-registered if there is a transfer of ownership. - The Department must be notified within 30 days prior to adding, replacing, reconditioning, or permanently closing a stationary tank. - The facility must be operated in accordance with the code for storing petroleum, 6 NYCRR Part 613. - Any new facility or substantially modified facility must comply with 6 NYCRR Part 614. - This certificate must be posted on the premises at all times. Posting must be at the tank, at the entrance of the facility, or the main office where the storage tanks are located. - Any person with knowledge of a spill, leak or discharge must report the incident to DEC within two hours (1-800-457-7362).	
Signature of Authorized Representative/Owner: <i>Sean Havey</i> Date: <i>1/2/97</i> Signature of Authorized Representative/Owner: <i>SEAN HAVEY</i> Name of Authorized Representative/Owner (Please Print): <i>SEAN HAVEY</i> Title: <i>REGIONAL ENVIRONMENTAL MANAGER</i>	

THIS REGISTRATION CERTIFICATE IS NON-TRANSFERABLE

New York Regional Office

Raritan Center
160 Fieldcrest Avenue
Edison, NJ 08837
(908) 225-6040
Fax (908) 225-4577

Clayton
ENVIRONMENTAL
CONSULTANTS

December 30, 1996

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION - REGION 3
200 White Plains Road
5th Floor
Tarrytown, NY 10591-5805
Attention: Petroleum Bulk Storage

Clayton Project No. 40-97140.00

**Subject: Macy's Department Store, White Plains, New York
Petroleum Bulk Storage Facility - Substantial Modification**

Dear Sir:

Enclosed please find the application for a "Substantial Tank Modification" of the petroleum storage facility number 3-173665, located at 100 Main Street, White Plains, New York. The two existing fuel oil underground storage tanks, with a capacity of 10,000-gallons each, will be permanently closed in-place and a new 1,000-gallon steel aboveground storage will be installed.

The New York State Department of Environmental Conservation (NYSDEC) guidelines as specified in a memorandum dated January 20, 1987, to Regional Water Engineers and Regional Solid and Hazardous Waste Engineers regarding the permanent closure of petroleum tanks, will be followed for the closure of the two existing tanks.

Macy's personnel are not aware of any documented evidence or information that the tanks are suspected of having leaked in the past. As described in the memorandum under section 4.0 "Tank abandonment In Place" the tanks will be emptied and the piping will be drained into the tank. The remaining waste inside the tanks will be removed manually. A visual inspection of the tank's interior will be performed. If any holes are discovered, then a soil sample from under the tank near the hole will be taken. If petroleum is present in the soil, a spill report will be filed with NYSDEC, and the appropriate regulations and guidelines regarding the situation will be followed.

A:\SB7\MACYDEC1.LTR

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION - REGION 3

December 30, 1996
Page 2

If no holes are discovered, the tanks will be filled with foam (Petro Fill) which has been approved by NYSDEC as an alternative inert material to fill the tanks, when permanently closing them in-place.

These activities have been scheduled to begin on the week of January 6, 1997. Since the combined storage capacity at the facility after closure of the two underground tanks and installation of the new aboveground storage tank will not exceed 1,100 gallon, the facility is not required to be registered as a petroleum bulk storage facility with NYSDEC.

Thank you for your attention to this matter. Please call me if you have any questions or need further information.

Sincerely,



Susan Bayat, P.E.
Senior Environmental Engineer
Environmental Management & Remediation
New York Regional Office

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF SPILLS MANAGEMENT • BUREAU OF SOURCE CONTROL
PETROLEUM BULK STORAGE APPLICATION

Pursuant to the Petroleum Bulk Storage Law,
Article 17, Title 10 of ECL; 6 NYCRR 612-614 and 6 NYCRR, Subpart 360-14.
(Continued on Reverse Side—Please Be Sure to Complete Section B)

Please Type or Print Clearly
and Complete All Items

SECTION A—See Instructions on Cover Sheet

PBS NUMBER 3-173665		NAME MACYS White Plains		TYPE OF PETROLEUM FACILITY: (Check all that apply)	
Indicate Other Existing DEC Numbers, if any, for this Facility:		LOCATION (Not P.O. Boxes) 100 Main Street		A. ☐ Storage Terminal/Petroleum Distributor	
CBS Number:		LOCATION (Continued)		B. ☐ Retail Gasoline Sales	
SPDES Number:		CITY/TOWN/VILLAGE White Plains		C. ☐ Other Retail Sales	
		STATE NY		D. ☐ Manufacturing	
		ZIP CODE 10601		E. ☐ Utility	
		TOWNSHIP OR CITY		F. ☐ Trucking/Transportation	
		COUNTY Westchester		G. ☐ Apartment Building	
		NAME OF OPERATOR AT FACILITY Frank Steiner		H. ☐ School	
		FACILITY TELEPHONE NUMBER (914) 946-5015		I. ☐ Farm	
		EMERGENCY CONTACT NAME Sean Havey		J. ☐ Private Residence	
		EMERGENCY CONTACT PHONE NO. (718) 802-7645		K. ☐ Airline (Air Taxi)	
		NAME MACYS East Inc.		L. ☒ Other (Specify) Department Store	
TRANSACTION TYPE (Check all that apply) NOTE: Transaction Types 1, 2 and 5 may require a fee:		I hereby certify under penalty of perjury that the information provided on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.			
1. ☐ Initial/ New Facility		NAME OF OWNER OR AUTHORIZED REPRESENTATIVE Sean Havey		AMOUNT ENCLOSED \$00.00	
2. ☐ Change of Ownership		CITY New York		TITLE Regional Engineering Manager	
3. ☒ Substantial Tank Modification		STATE NY		SIGNATURE <i>Sean Havey</i>	
4. ☐ Information Correction		ZIP CODE 10001		DATE 12/27/96	
5. ☐ Renewal		OWNER TELEPHONE NUMBER (718) 802-7645		OFFICIAL USE ONLY	
Geographical Locator for this Facility: (If known)		TYPE OF OWNER (Check only one) 1 ☐ Private Resident 2 ☐ State Government 3 ☐ Local Government 4 ☐ Federal Government 5 ☒ Corporate/Commercial		Page _____ of _____	
LATITUDE: _____ _____ _____ _____ _____ _____		ATTENTION Sean Havey		Date Received: ____/____/____	
DEG MIN SEC _____ _____ _____		NAME OF COMPANY MACYS East Inc.		Date Processed: ____/____/____	
LONGITUDE: _____ _____ _____ _____ _____ _____		ADDRESS 151 West, 34th St. Room 1206		Amount Received \$ _____	
DEG MIN SEC _____ _____ _____		CITY/STATE/ZIP CODE New York New York 10001		Reviewed By: _____	
		TELEPHONE NUMBER (718) 802-7645			



SECTION B—See Instructions on Cover Sheet

[illegible]

New York Regional Office

Raritan Center
160 Fieldcrest Avenue
Edison, NJ 08837
(908) 225-6040
Fax (908) 225-4577

Clayton
ENVIRONMENTAL
CONSULTANTS

December 26, 1996

CITY OF WHITE PLAINS
DEPARTMENT OF BUILDING
255 Main Street
White Plains, New York 10601

Clayton Project No. 40-97140.00

Subject: Application for Building Permit- Galleria Mall in White Plains, New York

Dear Sir/Madam:

Enclosed please find the Building Department permit applications for the Macy's Department Store, located at 100 Main Street, White Plains, New York 10601. The permit request is for the fuel oil storage tanks upgrading activities at the facility, as described here:

- Closure of two 10,000-gallon number 2 fuel oil underground storage tanks located on the loading dock area.
- Installation of a 1,000-gallon aboveground storage tank for number 2 fuel oil on loading dock area and associated piping.

The two 10,000-gallon underground storage tanks will be permanently closed in-place. New York State Department of Environmental Conservation (NYSDEC) will be notified of the tank closure activities. The closure will be performed following the applicable regulations and NYSDEC guidelines.

The aboveground storage tank would be installed in the southeast corner of the loading dock. Please see the attached site plan and information regarding the tank and its accessories.

Clayton has scheduled the site work to begin on the week of January 6, 1997. Environmental Product and Services, Inc. (EP&S) will be the contractor on the tank closure part of the project, with an estimated cost of \$16,820.00. In addition, MRO Pump and Tank, Inc. will perform the installation of the new tank and associated piping. The estimated cost for this part is \$3,100.00, which does not include the price of the tank and accessories. A check in the amount of \$230 is enclosed to cover the permit fee.

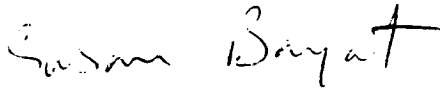
A:\SB7\PERMIT.LTR

City of White Plains
Department of Building

December 26, 1996
Page 2

Please do not hesitate to call me at (908)225-6040 if you have any question or need further information regarding this project.

Sincerely,

A handwritten signature in cursive script that reads "Susan Bayat".

Susan Bayat, P.E.
Senior Environmental Engineer
Environmental Management and Remediation
New York Regional Office

Enclosure

TOTAL FEE	RECEIPT NO.
AMT. PAID	
DUE	

APPLICATION FOR BUILDING PERMIT

FORM SE-79
(MECHANICAL)

CITY OF WHITE PLAINS
DEPARTMENT OF BUILDING
355 MAIN STREET
WHITE PLAINS, NEW YORK 10601

Application _____ Date _____
(To be filled in by the Dept. of Building)

To the Commissioner of Building,

The undersigned hereby makes application for a permit to perform the work shown on the drawings accompanying this application and described herein. This application will be abandoned six (6) months from this date unless before then a permit shall have been issued.

LOCATION: No. 100 Main Street White Plains New York 10601 Street
WARD _____ BLOCK _____ LOTS _____

CONSTRUCTION CLASSIFICATION (Circle One) Fireproof 1A 1B Non-combustible 2A 2B 2C Ordinary 3A 3B 3C Frame 4A 4B

PRESENT USE of building: Commercial - Department Store

PROPOSED USE: Same

DESCRIPTION OF THIS WORK: INSTALL 1,000-gal. AST FOR FUEL OIL IN MAIN ST. LOADING DOCK AREA

AREA OR FLOOR OF WORK: Ground Floor - Loading dock

EST. COST OF THIS IMPROVEMENT: \$ 3,100.00

OWNER* Macy's East Inc. Tel. No. (718) 8027645

Address 151 West 34th St Room 1206 NY NY 10001

LESSEE* (if any) _____

Address _____

ARCHITECT* (if any) _____ Tel. No. _____

Address _____

BUILDER* or CONTRACTOR MRO PUMP & TANK, INC Tel. No. 914 624-8197

Address 15 FISHER AVE. NANUET, NY

Has the undersigned (Builder) any employees? YES

Signature of Builder & Title
(Print Name & Title)

G. Chapel, MANAGER
GEORGE CHAPPEL

*Note: If a corporation, give the president's name also.

MICHAEL OLIVA, PRESIDENT

AFFIDAVIT OF OWNERSHIP

STATE OF NEW YORK

COUNTY OF WESTCHESTER

DO NOT CHANGE THE WORDING OF THIS AFFIDAVIT

S. Bayat, P.E. From Clayton Environmental Consultants being duly sworn, deposes and says:
that Macy's East Inc. is the owner in fee of the premises to which this application applies; that he (the applicant) is duly authorized to make this application; and that the statements contained herein are true to the best of his knowledge and belief.

Sworn to before me this

ROBIN T. STOKES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 1, 1997

Susan Bayat
(Signature of Applicant)

26th day of December, 1996

Robin T. Stokes
(Notary Public, Westchester County)

PERMIT NO. _____ ZONE _____ C. O. NO. _____

APPLICATION FOR BUILDING PERMIT

FORM SE-79
(MECHANICAL)

TOTAL FEE	RECEIPT NO.
AMT. PAID	
XUE	

CITY OF WHITE PLAINS
DEPARTMENT OF BUILDING
255 MAIN STREET
WHITE PLAINS, NEW YORK 10601

Application _____ Date _____
(To be filled in by the Dept. of Building)

To the Commissioner of Building,

The undersigned hereby makes application for a permit to perform the work shown on the drawings accompanying this application and described herein. This application will be abandoned six (6) months from this date unless before then a permit shall have been issued.

LOCATION: No. 100 Main Street White Plains New York 10601 Street
WARD _____ BLOCK _____ LOTS _____

CONSTRUCTION CLASSIFICATION (Circle One) Fireproof 1A 1B Non-combustible 2A 2B 2C Ordinary 3A 3B 3C Frame 4A 4B

PRESENT USE of building: Commercial - Department Store

PROPOSED USE: Same

DESCRIPTION OF THIS WORK: Closure of two 10,000 gallon underground Storage Tanks (Fuel oil #2)

AREA OR FLOOR OF WORK: Ground Floor - Loading dock

EST. COST OF THIS IMPROVEMENT: \$16,820.00

OWNER* Macy's East Inc. Tel. No. (718) 802-7645

Address 151 West 34th St. Room 1206 NY NY 10001

LESSEE* (if any) _____

Address _____

ARCHITECT* (if any) _____ Tel. No. _____

Address _____

BUILDER* or CONTRACTOR Environmental Products & Services Tel. No. 516-755-2165

Address 100-B CABOT STREET, West Bx, 109, NY 11704

Has the undersigned (Builder) any employees? Yes

Signature of Builder & Title
(Print Name & Title)

*Note: If a corporation, give the president's name also.

AFFIDAVIT OF OWNERSHIP

STATE OF NEW YORK

COUNTY OF WESTCHESTER Suffolk

DO NOT CHANGE THE WORDING OF THIS AFFIDAVIT

_____ being duly sworn, deposes and says:
(owner, lessee, architect or builder)

that Macy's East Inc. is the owner in fee of the premises to which this application applies; that he (the applicant) is duly authorized to make this application; and that the statements contained herein are true to the best of his knowledge and belief.

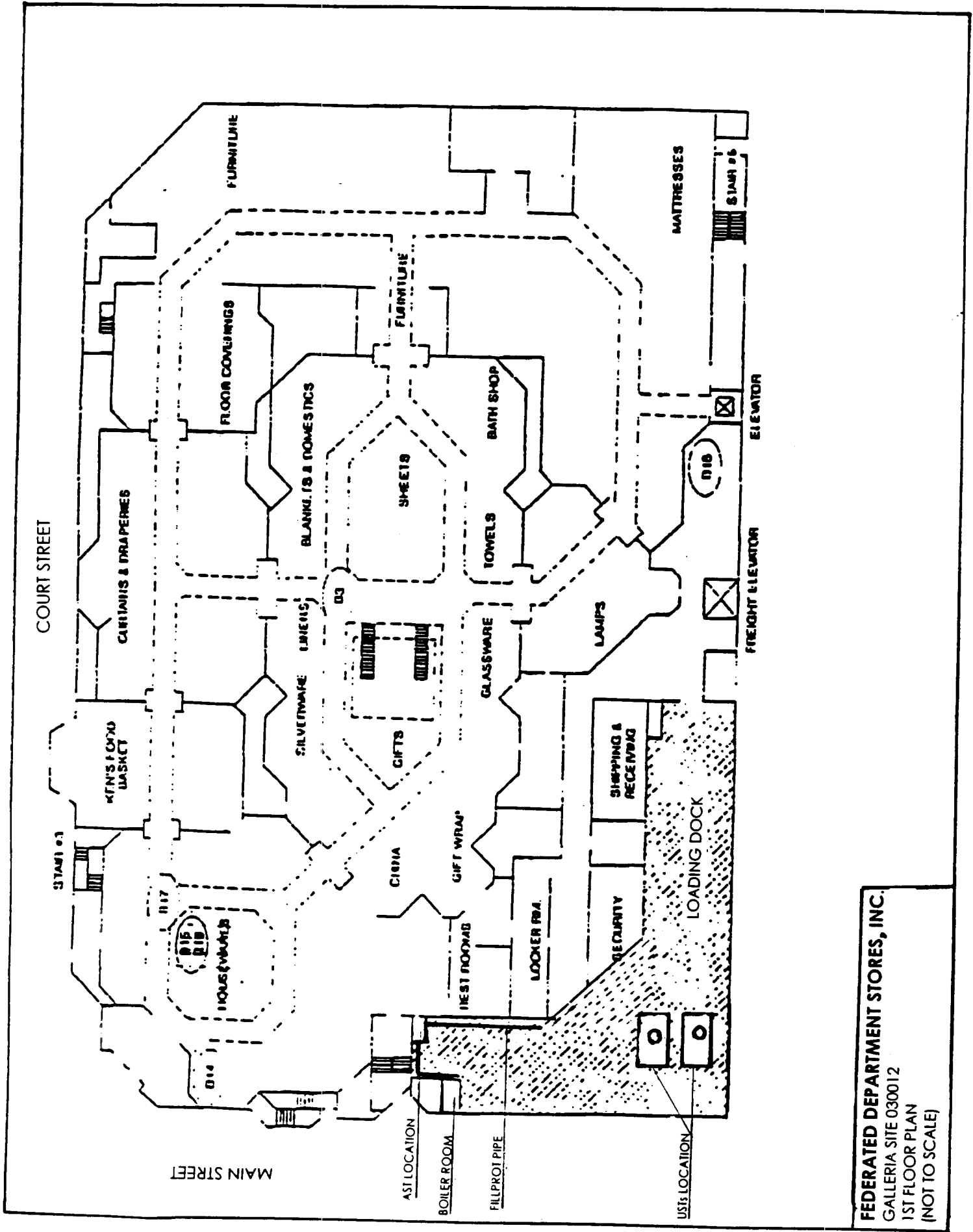
Sworn to before me this 13th

13th day of Dec

Kristine Hogan
(Signature of Applicant)
Kirstine Hogan
(Notary Public, Westchester County)
Suffolk County

KIRSTINE HOGAN
Notary Public, State of New York
No. 01100001000
Qualified in Suffolk County
Commission Expires June 17, 1998

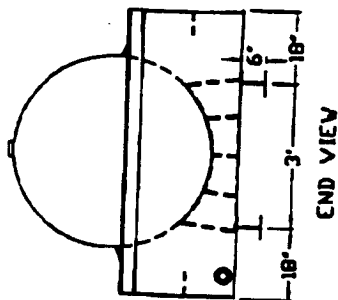
PERMIT NO. _____ ZONE _____ C. O. NO. _____



FEDERATED DEPARTMENT STORES, INC.
 GALLERIA SITE 030012
 1ST FLOOR PLAN
 (NOT TO SCALE)

အိမ်ထောင်

SIDE VIEW



SPECIFICATIONS		COATING: EXTERIOR- RED OXIDE	
CAPACITY IN GALLONS: 1,000		INTERIOR- NONE	
NUMBER REQUIRED: (1) ONE		SURFACE PREP: TOUCH UP	
MATERIAL: 4569		OPENINGS: SEE SKETCH	
THICKNESS OR GAUGE: 10 GA DIKE		(1) 2" NPT FITTINGS	
INNER TANK	SHELL - 10 GA HEAD - 10 GA	(1) 4" NPT FITTING	
OUTER TANK	SHELL - N/A HEAD - N/A	(1) 6" NPT FITTING	
LABELING:		(2) 2" NPT FITTINGS IN DIKE FOR DRAINS	
		OTHER ACCESSORIES:	
ABOVEGROUND UL 142		1,100 CONTAINMENT DIKE	
		(2) 48" SADDLES	

MDHAVK METAL PRODUCTS CO., INC. 2175 BEECHGROVE PLACE - UTICA, NY 13501 TELEPHONE (315) 793-3000					
1000 GALLON SINGLE WALL TANK 1100 GALLON CONTAINMENT DIKE					
SCALE:	CHECKED:	DRAWN BY:	DATE:	APPD BY:	DWG. #:
NONE		DHS	5/8/95		5020R
					SHEET 1 OF 1

OVERFILL WARNING DEVICES

TANK ALARM

PART # 1000100

A cost effective overfill alarm system for above ground storage tanks.

Battery powered, intrinsically safe, and easy to install, the TANK ALARM uses a pressure sensing device to sound a 95 decibel audio alarm at 90% fluid level.

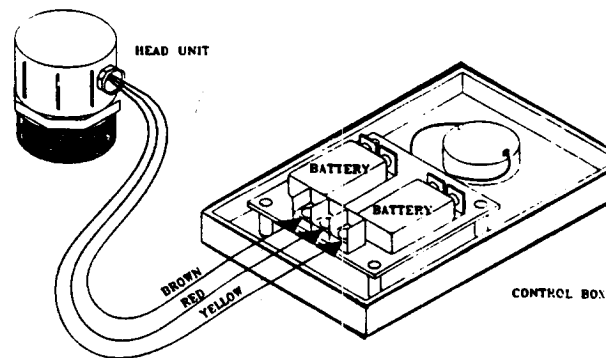
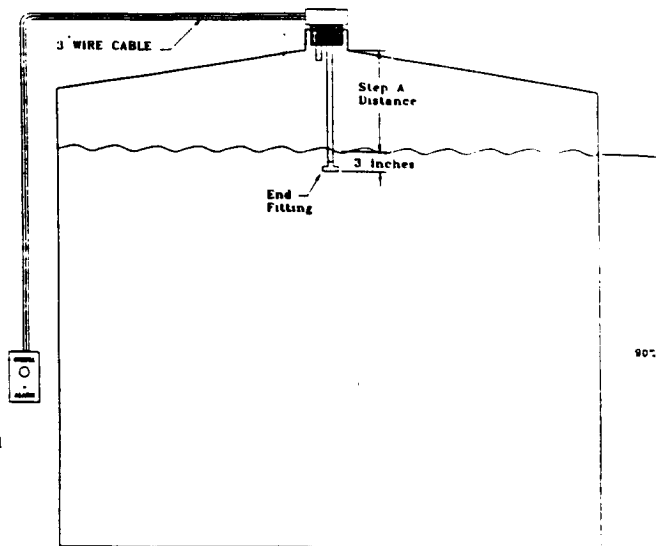
The sensing head fits a standard 2 inch threaded opening and is field adjustable for all size tanks.

The TANK ALARM uses no moving parts except for a single toggle switch for ON - OFF - TEST. The system is internally powered with two 9 volt batteries, thus eliminating the need for any external power requirements and making the system intrinsically safe.

TANK



OVERFILL ALARM INSTALLATION



SPECIFICATIONS:

TEMPERATURE RANGE: -40 TO 70C

SIZE: 7" X 4.25" X 3.5"

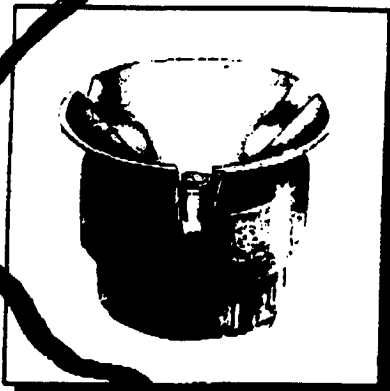
POWER REQUIREMENTS: No external power required. Internal battery power 18VDC.

IMPORTANT: This device is to be used only as an auxiliary warning to the operator of a possible overfill situation and should not be relied upon to prevent tank overfill. It is solely the responsibility of the operator to continuously monitor the tank filling process and prevent any spillage, regardless of the situation or status of any gauge or alarm apparatus.

SEE SECTION 3 OF PRODUCT PRICE LIST FOR PRICING INFORMATION



Setting the Standard for the AST Market

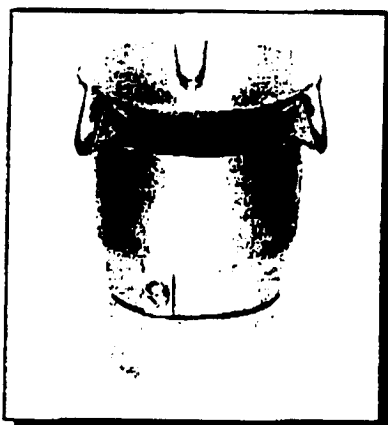


UPFLOW VENT

UPFLOW VENT - Features an upward flow design which rapidly disperses vapors. A grooved drain lip in the cap extends beyond the base for efficient water drain-off. Includes two set screws for easy installation.

Model #	Size	Weight (lbs.)	Height	Width
45-20	2"	1.1	4 1/4"	4"

- Assures even pressure in the AST during filling or pumping
- All metal construction
- Flame-retardant 40 mesh bronze screen
- Conforms with NFPA-30



PRESSURE VACUUM VENT

PRESSURE VACUUM VENT - Utilized for vapor recovery applications. An internal pressure valve, available in 8, 12, or 16 oz. settings, restricts vapor escape during product drops. All pressure valves have a 1/2 oz. vacuum setting. The 46 has a 2" pipe thread; the 46S has two set screws.

Model #	Size	Weight (lbs.)	Height	Width	Pressure
46-2080	2"	2.0	5 1/4"	4 1/4"	8 oz.
46S-2080	2"	2.0	5 1/4"	4 1/4"	8 oz.

- Assures even pressure in the AST during filling or pumping
- All metal construction
- Flame-retardant 40 mesh bronze screen
- Conforms with NFPA-30



BLOW OFF VENT

BLOW OFF VENT - Provides venting to relieve excessive internal pressure build up in the event of a fire or during filling above ground storage tanks. The emergency vent will open at approximately 1 PSI. The mushroom design prevents water and contaminants from entering the tank.

Model #	Size	Weight (lbs.)	Height	Width
48-60	6"	30.0	6"	10"

- Contains female threads
- Mounts onto the tank
- Non-corrosive polymeric coating
- Flame-retardant 40 mesh brass screen
- Conforms with NFPA-30A

New York Regional Office

Raritan Center
160 Fieldcrest Avenue
Edison, NJ 08837
(908) 225-6040
Fax (908) 225-4577

Clayton
ENVIRONMENTAL
CONSULTANTS

December 31, 1996

CITY OF WHITE PLAINS
DEPARTMENT OF BUILDING
255 Main Street
White Plains, New York 10601

Clayton Project No. 40-97140.00

Subject: Application for Building Permit- Galleria Mall in White Plains, New York

Dear Sir/Madam:

Enclosed please find a check in the amount of \$41.00 balance due for the Building Department permit applications for the Macy's Department Store, located at 100 Main Street, White Plains, New York 10601. The permit number is 96BA1762.

Please do not hesitate to call me at (908)225-6040 if you have any question or need further information regarding this project.

Sincerely,



Susan Bayat, P.E.
Senior Environmental Engineer
Environmental Management and Remediation
New York Regional Office

Enclosure

A:\SB7\PERMIT1.LTR

Privileged and Confidential

**APPENDIX C
SITE ACTIVITIES DAILY LOG**

DAILY LOG
MACY'S TANK UPGRADE PROJECT
WHITE PLAINS, NEW YORK

DATE:	<u>Jan 13, 1997</u>	Page (1)
TEMPERATURE:	<u></u>	
WEATHER:	<u>Cold Sunny</u>	
CLAYTON REPRESENTATIVE AT THE SITE:	<u>S. Bayat</u>	

EP&S	4 CROWS
	1 Foreman
	1 Truck Driver
Equipment:	1 Tanker Truck - 1 Vacuum Truck
	2 Vans
 - The AST and the containment dike were delivered to the site and unloaded by a Front loader (S. Co. - 8:10 AM)	
 - EP&S cleared the area for access to AST location	
 - EP&S removed the manhole to east UST at grade level.	

DAILY LOG
MACY'S TANK UPGRADE PROJECT
WHITE PLAINS, NEW YORK

DATE:	<u>Jan 13, 1997</u>	Page (2)
TEMPERATURE:	<u> </u>	
WEATHER:	<u> </u>	
CLAYTON REPRESENTATIVE AT THE SITE:	<u>S. Bayut</u>	

-	The bolts on the east UST are rusted, cannot be opened by wrench. Need a chainsaw to cut them.
-	F.P.S. went back to the office to bring a saw.
-	Went to Building Dept. met with Pete Russo and Julia Lotus. Building Dept. will not approve Petrofill for the UST closure. Must arrange for concrete.
-	Pete Russo inspected the site 12:00 PM.
-	F.P.S. finished cutting the bolts on East UST ramp. Removed the lid.

DAILY LOG
MACY'S TANK UPGRADE PROJECT
WHITE PLAINS, NEW YORK

DATE:	<u>Jan 13, 1997</u>	Page (3)
TEMPERATURE:	<u> </u>	
WEATHER:	<u> </u>	
CLAYTON REPRESENTATIVE AT THE SITE:	<u>S. Bayut</u>	

-	Oil was pumped out of the east UST. (12:30 P.M.)
-	
-	The bottom sludge was pumped to a vacuum truck (1:30 P.M.)
-	
-	EP&S set the confined space entry equipment. Glenn Suarez from EP&S entered the east UST.
-	
-	White Plains Fire Dept inspected the site Mike Zigmunt - Mike Fitzgeralds Joseph Hardy (2:00 P.M.) No concerns were raised.
-	
-	East UST completely cleaned and dried.

DAILY LOG
MACY'S TANK UPGRADE PROJECT
WHITE PLAINS, NEW YORK

DATE:	<u>Jan 13, 1997</u>	(page 4)
TEMPERATURE:	<u> </u>	
WEATHER:	<u> </u>	
CLAYTON REPRESENTATIVE AT THE SITE:	<u>S. Bryant</u>	

	with oil absorbent pads. Tank interior shell was inspected with high power flash light. The east UST has a poly liner coating - it is in very good condition. (3:00 PM)
-	The west UST manway bolts also in bad condition. They must be cut.
-	The bolts were cut and the lid was removed.
-	The oil was pumped out to the Tanker Truck. Total 7500 gallons both USTs. The Tanker Truck left the site 3:30 PM.
-	The west UST bottom sludge was pumped to the vacuum truck.

DATE: Jan 13, 1997 Page (5)
TEMPERATURE: _____
WEATHER: _____
CLAYTON REPRESENTATIVE AT THE SITE: _____

Glen Swartz entered the west UST and cleaned and dried the UST. He inspected the inside of UST. No holes or cracks, no poly liner coating - UST in good condition.

- EPRS cleaned up in situ, removed all material and waste (6:30 PM)

CLOSED FOR THE DAY!

DAILY LOG
MACY'S TANK UPGRADE PROJECT
WHITE PLAINS, NEW YORK

DATE:	<u>Jan 14, 1997</u>	Page (1)
TEMPERATURE:	<u> </u>	
WEATHER:	<u>rainy - cold</u>	
CLAYTON REPRESENTATIVE AT THE SITE:	<u>S. Bayat</u>	

E.P.S.	1 crew	1 Foreman
ALP Rainaldi	1 crew	
- ALP Rainaldi set the AST pressure test increased the pressure to 8 psi. some leaks around the fittings. fixed it and set the test again.		
- Pete Russo from Building Dept inspected the site for pressure test. Test o.k. ALP can start the piping 11:00 AM		
- Byram concrete trucks came to the site. poured concrete directly to the east UST and then west UST to concrete		

DATE: Jan 14, 1997

TEMPERATURE: _____

WEATHER: _____

CLAYTON REPRESENTATIVE AT THE SITE: S. Barent

Page (2)

- Pete Russa respected the USFS closure.
UST closure completed at 12:30 PM.
EP&S left the site at 1:30 PM.

- A & P closed for the day at 4:00 P.M.

DATE: Jan 15, 1997

TEMPERATURE: _____

WEATHER: _____

CLAYTON REPRESENTATIVE AT THE SITE: None

* A & P worked on AST piping

DAILY LOG
MACY'S TANK UPGRADE PROJECT
WHITE PLAINS, NEW YORK

DATE:	<u>Jan 16, 1997</u>
TEMPERATURE:	<u> </u>
WEATHER:	<u> </u>
CLAYTON REPRESENTATIVE AT THE SITE:	<u>S. Bayat</u>

A&P Rainaldi	2 crews
Equipment	Plumbing Tools
- A&P installed the ^(one) 2 inch section and return lines on the east wall of the loading area.	
- Installed the liquid level gauge	
- Started the installation of the fill line 12 inch P.P.E.	
- Closed for the day at 4:00 PM	

DATE: Jan 17, 1997

TEMPERATURE: _____

WEATHER: _____

CLAYTON REPRESENTATIVE AT THE SITE: None

- A & P Rainaldi Finished The piping for The A.S.T.
- Building Dept inspected the system, and ok-ed it.

DAILY LOG
MACY'S TANK UPGRADE PROJECT
WHITE PLAINS, NEW YORK

DATE:	<u>Jan 23, 1997</u>
TEMPERATURE:	<u> </u>
WEATHER:	<u> </u>
CLAYTON REPRESENTATIVE AT THE SITE:	<u>S. Bayat</u>

EP&S	2 Crews
	1 Foreman
Equipment	Drilling Tools
- The location of the bollard was marked on the floor (Traffic safety)	
- Checked the Facility's blue prints in the engineer's office, for underground utilities	
- Core drilled through the floor slab.	
- Installed the three bollards, filled them up with concrete. 5:00 P.M.	
- Closed for the Day.	

DAILY LOG
MACY'S TANK UPGRADE PROJECT
WHITE PLAINS, NEW YORK

DATE:	<u>Feb 3, 1997</u>
TEMPERATURE:	<u> </u>
WEATHER:	<u> </u>
CLAYTON REPRESENTATIVE AT THE SITE:	<u>S. Bayat</u>

EP&S 2 crews
 1 plumber
Equipment plumbing Tools

- EP&S cleared the area for access to AST

- started the installation of the 2 inch vent line for AST. must be vented outside.

- Identified the location for the core drill on the east side wall

- moved the man lift to that location close to the outside wall stone panel (6:00pm)

- Closed for the Day

DATE: Feb 4, 1997

TEMPERATURE: _____

WEATHER: _____

CLAYTON REPRESENTATIVE AT THE SITE: Nowl.

EP25 finished the installation of the vent line for the AST

DATE: Feb 6, 1997

TEMPERATURE: _____

WEATHER: _____

CLAYTON REPRESENTATIVE AT THE SITE: None

Final inspection by Building Dept.
O.K. and the system.

Privileged and Confidential

APPENDIX D
PROJECT/SITE SPECIFIC HEALTH AND SAFETY PLAN (HASP)

**HEALTH AND SAFETY PLAN
for
Tank Closure and Installation
at
Macy's Department Store
Galleria Mall
100 Main Street
White Plains, New York**

Prepared for:

**Federated Department Stores, Inc.
7 West 7th Street
Cincinnati, Ohio 45202**

Project No. 40-97140.00

Prepared by:

**Clayton Environmental Consultants, Inc.
160 Fieldcrest Avenue
Raritan Center
Edison, New Jersey 08837**

January 10, 1997

The purpose of this Health and Safety Plan (HASP) is to facilitate compliance with laws and regulations relating to health, safety, and the environment.

As such, Clayton Environmental Consultants, Inc. (Clayton), has prepared this HASP for use by all Clayton personnel, to provide the means to achieve safe working conditions and to protect the health and safety of all personnel involved in this project and the environment.

This project/site-specific HASP has been prepared by Clayton in accordance with 29 Code of Federal Regulations (CFR) 1910.120 Paragraph (a). The HSAP covers the in-place closure of two 10,000-gallon underground storage tanks (USTs) containing fuel oil, and the installation of one 1,000 gallon aboveground storage tank (AST). This plan documents specific requirements and procedures for the protection of Clayton's field personnel while performing the oversight of the project at the facility. Emergency and site contacts are provided in Appendix 1 along with a map to the local emergency care facility. Key Clayton personnel involved with this project and their respective titles are listed below.

Health & Safety Officer and Project Manager:

Susan Bayat, P.E.

Date

Susan Bayat

1-10-97

Health & Safety Coordinator:

Sanford E. Garrett

Date

SITE HEALTH AND SAFETY PLAN ACKNOWLEDGMENT FORM

SITE: Macy's, Galleria Mall, White Plains, New York
PROPOSED DATE OF SITE WORK: January 13, 1997

By placing my signature below, I certify that I have read this site Health and Safety Plan (HASP), fully understand its requirements, and will follow all safety directives set forth by the plan or dictated by Clayton, as long as I am present at this site.

Name (Print)

Glenn Merto

Signature



Date

1-13-97

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2.0 <u>OBJECTIVE</u>	1
2.1 SITE DESCRIPTION	1
2.2 WORK ACTIVITIES	1
3.0 <u>ORGANIZATION OF SITE SAFETY</u>	2
4.0 <u>SITE CHARACTERIZATION</u>	2
4.1 DESCRIPTION OF THE SITE	2
4.2 DESCRIPTION OF THE WASTES	2
5.0 <u>SITE CONTROL</u>	2
5.1 CONTAMINANT CONTROLS	3
6.0 <u>HAZARD ASSESSMENT</u>	3
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APPENDIXES

- 1 EMERGENCY RESPONSE PLAN
- 2 MATERIAL DATA SHEETS/CHEMICAL TOXICOLOGICAL DATA
- 3 PERSONAL PROTECTIVE EQUIPMENT PROGRAM
- 4 SCOPE OF SERVICES

FIGURES

- 1 Site Sketch

1.0 INTRODUCTION

This document presents the Health and Safety Plan (HASP) to be implemented during the field activities conducted during the week of January 13, 1997, at Macy's Department Store, Galleria Mall, 100 Main Street, White Plains, New York. This plan is applicable to all Clayton personnel, and its subcontractors at the site. All onsite activities will be performed in accordance with the Occupational Safety and Health Administration (OSHA) standards (Title 29 CFR 1910 and 1926) and in accordance with other applicable federal, state, and local regulations.

2.0 OBJECTIVE

It is the objective of this HASP to establish a means to provide a safe work environment for site personnel, to provide a uniform and concise policy of action, and to provide all site personnel with the necessary guidance to adhere to the policies. The organization of this program and the procedures contained herein have been based on an evaluation of potential hazards at the site and the recognized standard procedures in response to these hazards.

2.1 SITE DESCRIPTION

The site is located in White Plains, New York and includes a four-story department store building. There is a loading dock-parking area at the north side of the building. Two 10,000-gallon underground storage tanks (USTs) are located on the northwest side of the building in the loading dock area and contain a combined residual volume of approximately 7,000 gallons of No. 2 heating oil. The tanks were installed in 1979 and are currently active.

2.2 WORK ACTIVITIES

The work to be performed on the site includes in-place closure of the tanks by a subcontractor and supervised by Clayton. Environmental Products & Services, Inc. (EP&S) has been subcontracted to perform the UST closure activities at the Macy's site, in accordance with scope of services provided in Appendix 4. The New York State Department of Environmental Conservation (NYSDEC) guidelines as specified in a memorandum dated January 20, 1987, to Regional Water Engineers and Regional Solid and Hazardous Waste Engineers regarding the permanent closure of petroleum tanks, will be followed for the closure of the two existing tanks. As described in the memorandum under section 4.0 "Tank Abandonment In-Place" the tanks will be emptied and the piping will be drained into the tank. The remaining waste inside the tanks will be removed manually. A visual inspection of the tank's interior will be performed. If any holes are discovered, then soil sampling is required. Since the tanks are located on a concrete pad, the soil sampling will require removal of the tanks and the concrete pad. If petroleum is present in the soil, a spill report will be filed with the NYSDEC, and appropriate regulations and guidelines regarding the situation will be followed.

Clayton has subcontracted A & P Rainaldi, Inc. to install the piping associated with a new 1,000 gallon AST located on the southeast of the loading dock as shown on the site plan. The scope of work is also provided in Appendix 4.

3.0 ORGANIZATION OF SITE SAFETY

All personnel who participate under the authority of Clayton shall be in compliance with all training and medical monitoring requirements as established in, but not limited to, 29 CFR 1910.120, 1910.1200, and 1910.134. In addition, certification of training and medical monitoring shall be documented in EP&S personnel files for each subcontractor employee.

The Health and Safety Officer will have the authority to implement specific health and safety requirements for specific site activities, and to ensure that all Clayton employees and onsite personnel under authority of Clayton follow the policies and procedures of this program. It is the responsibility of other organizations to ensure compliance of this plan by its onsite employees.

4.0 SITE CHARACTERIZATION

4.1 DESCRIPTION OF THE SITE

A site plan which includes the locations of the USTs and the AST inside the loading dock is provided in Figure 1.

There have been no past records or present evidences of any leak or spill at the Macy's site. In addition Macy's personnel are not aware of any documented evidence or information that the tanks are suspected of having leaked in the past. Also, NYSDEC - Region 3 has not been informed or aware of any spills or leaks regarding the tanks.

4.2 DESCRIPTION OF WASTES

If suspected fuel oil has contaminated the subsurface soils, the toxic characteristics of the fuel oil will change the overall hazard present at the site to low.

5.0 SITE CONTROL

Access to the work area will be limited to those directly involved in field investigation. Control of access within 10 feet where possible of all activities will be established by the Site Supervisor or designated representative. Personnel not associated with field investigation activities will not be allowed into the work area unless accompanied by Clayton's Health and Safety Officer or Site Supervisor. Where unauthorized access is a concern, barricades or other mechanisms will be used to restrict access.

If “Exclusion Zones” are identified at the site, minimum two people are required for entry into such zone where level “C” or higher levels of protection is required. Visual and, when possible, audible contact will be maintained while in the Exclusion Zone. The signal for emergency work stoppage and evacuation will be verbal and hand signals, as appropriate.

5.1 CONTAMINANT CONTROLS

Each work area will require the establishment of boundaries, separating the areas defined as exclusion zones (actual remediation areas), decontamination zones (areas in which personal protective equipment is removed) and clean zones (uncontaminated/decontaminated areas). These areas are designed to reduce the risk of transporting contaminants outside the exclusion zone. Upon exiting the exclusion zone all employees will implement decontaminated procedures for the removal of all personal protective equipment (PPE) prior to entering uncontaminated areas.

Any fuel oil removed will be suctioned directly to a vacuum truck or 55-gallon drums. If soils are excavated, a sample will be collected and submitted for laboratory analysis. Pedestrian traffic will be kept to a minimum of ten feet from the work area, where possible. All truck traffic will be restricted to the area outside the limited access area.

6.0 HAZARD ASSESSMENT

6.1 CHEMICAL HAZARDS

All suspected site contaminants and their respective characteristics, symptoms of exposure, chemical and physical hazards are listed in Appendix 2.

6.2 PHYSICAL HAZARDS

- Low Flash Point: No. 2 fuel oil has a relatively low flash point which would make the product highly ignitable.
- General Construction Dangers: Close proximity to heavy equipment poses a crush potential. Hard hats and steel toe boots shall be worn around heavy equipment operations.
- Slip/Trip: Boring work will entail working in close proximity to heavy equipment, and the associated pipes, cables, and lines.
- Electrical/Shock/Spark: If any excavation becomes necessary, EP&S will notify local utilities prior to start up of excavation. In additions, electrical blueprints and plans will be consulted to mark out the location of underground cables and/or piping, if required.

- Overhead/Underground Power Lines: All large machine equipment should maintain a minimum separation distance of 10 feet from all power lines.
- Noise: The cleaning and vacuuming rigs may increase the noise level across the site during installation.

6.3 ENVIRONMENTAL HAZARDS

Environmental hazards in this project appear to be limited to the potential release of fuel oil into the environment.

6.4 CONFINED SPACE ENTRY HAZARDS

During the UST closure activities, confined space entry hazard will be present when EP&S personnel enters the tank. On the day of initial entry, the EP&S personnel required to enter the confined space should be instructed by EP&S site supervisor as to the nature of the hazard, the necessary precautions, and the use of protective and emergency equipment. EP&S will provide the necessary entry and rescue equipment, such as tripod, hoist, full body harness, lifeline, or equivalent.

7.0 HEALTH AND SAFETY CONCERNS FOR AIR MONITORING AND SAMPLING PROCEDURES

7.1 AIR MONITORING PROCEDURES

EP&S will provide an oxygen meter and a lower explosive limit (LEL) meters. The oxygen meter and LEL meter will be calibrated and used to continuously monitor the risk for explosion and the concentration of oxygen in and around the tank. No sparking equipment will be used until the risk of explosion and flammability have been eliminated. If excavation is necessary, a photo ionization detector (PID), such as an HNu PI-101 or OVM, will be calibrated and used to monitor ambient air conditions during all excavation activities. The purpose of this periodic air monitoring is to assess potential areas of contamination and detect the presence of volatile organic compounds (VOCs). If VOCs are consistently detected in excess of background levels in the breathing zone (unknown chemicals), the area will be evacuated and the use of appropriate respiratory protection will be determined and implemented. As an added precaution, personnel will make every attempt to remain upwind of and at a safe distance from activities at all times.

7.2 AIR SAMPLING PROCEDURES

Air sampling is not required on this project. Clayton will establish Health and Safety requirements for sampling procedures if necessary. In general, all sampling operations will require protection from potential inhalation and skin absorption of contaminants. Real time

ambient monitoring shall be established as outlined in Section 7.1.

8.0 PERSONAL PROTECTION

8.1 PRIMARY

All field personnel shall perform onsite activities using at a minimum Level D personal protective equipment. Level D protection is designed for use when only minor skin and eye protection is needed and airborne contamination is unlikely. Smoking, eating, or drinking will not be permitted in or near exclusion zones. Personal equipment requirements for Level D include:

- Hard hat
- Goggles or safety glasses
- Work gloves
- Coveralls, long-sleeve
- Steel-toe safety boots
- Ear protection, if the noise from the cleaning and vacuuming equipment is substantial.

8.2 CONTINGENCY

Levels of protection may be modified under the direction of the onsite supervisor so long as it is justified and recorded in this HASP.

9.0 DECONTAMINATION AND DISPOSAL

At a minimum, all disposable Personal Protective Equipment (PPE) used for sampling operations shall be removed and containerized for proper disposal. Reusable PPE and small equipment will be decontaminated with a non-phosphate soap and water solution and rinsed with water. All wash and rinse solutions will be collected and containerized for eventual proper disposal. Large equipment, such as the tank cleaning equipment, will be cleaned as necessary prior to removal from the site. Wash and rinse water shall be collected and containerized for proper disposal.

The onsite supervisor or their designated representative shall periodically assess the effectiveness of the decontamination procedure and has the authority to correct the decontamination procedure to preclude the spread of contamination.

APPENDIX 1
EMERGENCY RESPONSE PLAN

EMERGENCY CONTACTS

Ambulance:	911
White Plains Hospital (Emergency):	(914) 681-1155
White Plains Fire Department	911 or (914) 422-6300
Police:	911
Department of Health:	(518) 458-6305
Hazardous Materials National Response Center	911 or (800) 424-8802

CLAYTON ENVIRONMENTAL CONSULTANTS, INC. CONTACTS

Jeffrey W. Bradstreet, Director	
Environmental Management Services:	(908) 225-6040 Office
Sanford E. Garrett, Manager:	(908) 225-6040 Office
Susan Bayat, P.E.	(908) 225-6040 Office

MACY'S CONTACTS

Frank Steixer, Store Engineer	(914) 946-5015 ext. 2359
	(914) 421-4359
Sean Havey, Regional Engineer	(718) 802-7645

NEW YORK DEPARTMENT of ENVIRONMENTAL CONSERVATION

New York State Department of Environmental Conservation	(800) 457-7362
--	----------------

HOSPITAL:

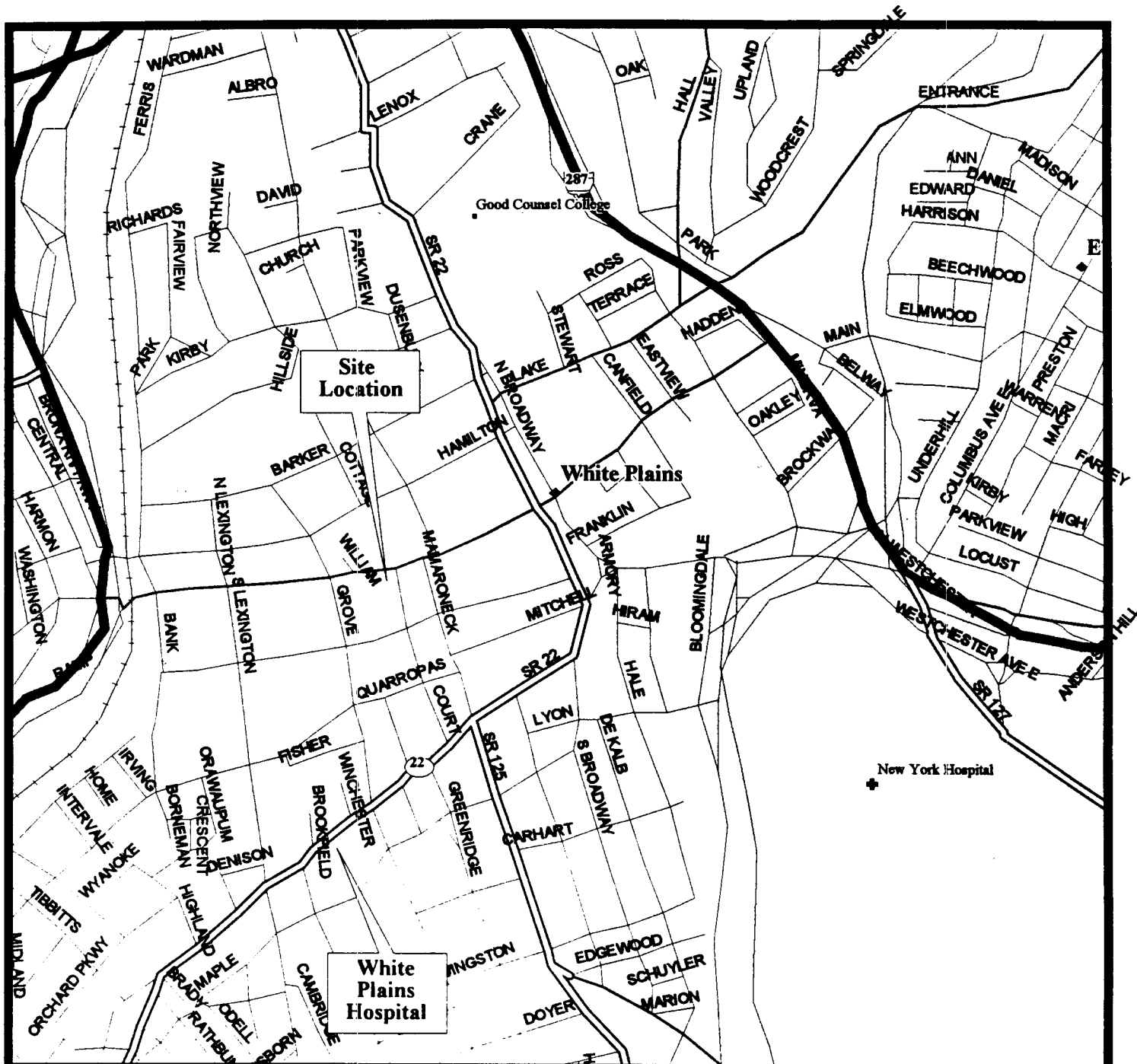
Name: White Plains Hospital	(914) 681-0600
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Route to hospital from site see following Hospital Location Map.

Direction to Hospital:

- Make a right turn onto Main Street
- Make a right turn onto Court Street
- Follow Court Street approximately half-mile to State Route 22
- Make a right onto SR 22, go approximately half-mile on SR 22 and hospital is on left.

HOSPITAL LOCATION MAP



0 Scale 2.0 mi

**Macy's
Galleria Mall
100 Main Street
White Plains, New York**

FIGURE 1
Hospital Location Map

Clayton Project No.: 40-97140.00

Clayton
ENVIRONMENTAL
CONSULTANTS

EMERGENCY RESPONSE GUIDELINES

1. In the event of a life threatening/serious injury emergency, any person has the authority to stop all site work activities.
2. The signal for cessation of work shall be an agreed verbal and/or hand signal. The egress signal shall be verbal or hand signal.
3. The Site Supervisor shall take full responsibility and authority to implement the ER Plan.
4. Access/egress through the decontamination corridor may be modified to expedite the egress of personnel from imminently dangerous situations.
5. No person shall compromise their personal health and safety when attempting to accomplish a task (for example, containing a leak, saving a life).
6. Decontamination procedures shall be followed unless an injury is life threatening where time is a critical factor. In this case, the contaminated injured person shall be covered or wrapped with uncontaminated material (plastic bags, blanket, etc.) for transport to the medical facility.
7. A person shall accompany the injured individual to the medical facility. That person is instructed to carry a complete copy of the HASP, including MSDSs. That person has the responsibility to answer pertinent questions and give information as to the type and level of exposure and any known acute or chronic health effects of exposure.
8. Appropriate action shall be taken to minimize the spread of contamination to personnel, the public, and the environment in the event of a spill or release.

APPENDIX 2

MATERIAL DATA SHEETS/CHEMICAL TOXICOLOGICAL DATA

TABLE 1

Contaminant Profile

Contaminant	Concentrations on site	IDLH/TLV	Effects	Known Carcinogen	Maximum Concentrations for respirator use
Benzene	Unknown	3,000ppm/ 1ppm	eye irritation, dermatitis, headaches, unconsciousness	Yes	1ppm
Toluene	Unknown	2000ppm/ 100ppm	eye irritation, dermatitis, headaches, unconsciousness	No	1000ppm CCROV/SA/PAPR OV/SCBA
Ethylbenzene	Unknown	2000ppm/ 100ppm	eye irritation, dermatitis, headaches, unconsciousness	Yes	1000ppm PAPROV/SA/SCBA
Xylene	Unknown	1000ppm/ 100ppm	eye, nose, throat irritation, headaches, dizziness, dermatitis	No	1000ppm CCROV/PAPROV/ SA/SAV

APPENDIX 3

PERSONAL PROTECTIVE EQUIPMENT PROGRAM

The purpose of the Personal Protective equipment (PPE) Program is to protect the wearer from safety and health hazards and to prevent injury to the wearer from incorrect use and/or malfunction of the PPE. To achieve this purpose, Clayton's comprehensive program includes hazard identification; medical monitoring; environmental surveillance; selection, use, maintenance, and decontamination of PPE; and training. These elements are discussed either in this or other sections of this Safety and Health Program and are incorporated in this PPE Program.

Copies of this PPE Program will be made available to all Clayton employees and a reference copy will be made available by the Site Supervisor at each work site. Technical data on equipment, maintenance manuals, relevant regulations, and other essential information will also be collected, maintained and made available.

This PPE Program will be reviewed at least annually to evaluate its effectiveness. Elements which will be considered in the review include:

- o A survey of each site to ensure compliance with regulations applicable to the specific site involved.
- o The number of persons-hours that workers wear various protective ensembles.
- o Accident and illness experience.
- o Levels of exposure.
- o Adequacy of equipment selection.
- o Adequacy of the operational guidelines.

Clayton's program for selection of appropriate PPE is based upon 40 CFR 1910.120, Appendix B, *General Description and Discussion of the Levels of Protection and Protective Gear and Guidelines for the Selection of Chemical Protective Clothing*, (Swope, et al., 1985). As required by 40 CFR 1910.120, PPE is selected which will protect employees from the specific hazards which they are likely to encounter during their work onsite.

Key factors which will be addressed in the selection of appropriate PPE are identification of the hazards, or suspected hazards; their routes of potential hazard to employees (inhalation, skin absorption, ingestion, and eye or skin contact), and the performance of the PPE materials (and seams) in providing a barrier to these hazards. The amount of protection provided by PPE is material-hazard specific. That is, protective equipment materials will protect against some hazardous substances and poorly, or not at all, against others. In instances where protective equipment cannot be found which will provide continuous protection from a particular hazardous substance, work durations will be set such that hazardous levels will not be exceeded as a result of breakthroughs.

Other factors in the selection process which will be considered are matching the PPE to the employee's work requirements and task-specific conditions. The durability of PPE materials, such as tear strength and seam strength, will be considered in relation to the employees tasks. Also to be considered are the effects of PPE in relation to heat stress and task duration. Where appropriate, layers of PPE may be selected to provide sufficient protection or to protect expensive PPE inner garments, suits, or equipment. Based on these criteria, PPE categorized as Level A, B, C, or D (or combinations of these levels if appropriate) will be selected to provide the proper level of protection.

Level A protection will be selected for use when:

1. The hazardous substance has been identified and requires the highest level of protection for skin, eyes, and the respiratory system based on either the measured (or potential for) which concentration of atmospheric vapors, gases, or particulates, or materials that are harmful to skin or capable of being absorbed through the skin;
2. Substances with a high degree of hazard to the skin are known or suspected to be present, and skin contact is possible; or
3. Operations are being conducted in confined, poorly ventilated areas, and the absence of conditions requiring Level A have not yet been determined.

Level A protection consists of:

1. Positive pressure, full face-piece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator (SAR) with escape SCBA, approved by the National Institute for Occupational Safety and Health (NIOSH).
2. Totally-encapsulating chemical-protective suit
3. Coveralls (optional)
4. Long underwear (optional)
5. Chemical-resistant outer gloves
6. Chemical-resistant inner gloves
7. Chemical-resistant boots with steel toe and shank
8. Hard hat (under suit, optional)

9. Disposable protective suit, gloves, and boots (depending on suit construction, may be worn over totally-encapsulating suit).

Level B protection will be selected for use when:

1. The type and atmospheric concentration of substances have been identified and require a high level of respiratory protection, but less skin protection than Level A;
2. The atmosphere contains less than 19.5% oxygen; or
3. The presence of incompletely identified vapors or gases is indicated by a direct reading organic vapor detection instrument, but vapors and gases are not suspected of containing high levels of chemical harmful to skin or capable of being absorbed through the skin.

Level B PPE is the minimum level of protection recommended for initial site entries until the hazards have been further identified or unless the hazard level is known.

Level B protection consists of:

1. Positive pressure, full-face piece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator with escape SCBA (NIOSH approved).
2. Hooded chemical-resistant clothing (overalls and long-sleeved jacket; coveralls; one or two piece chemical-splash suit; disposable chemical-resistant overalls).
3. Coveralls (optional).
4. Chemical-resistant outer gloves.
5. Chemical-resistant inner gloves.
6. Chemical-resistant outer boots with steel toe and shank.
7. Chemical-resistant outer boot-covers (disposable, options).
8. Hard hat (optional).
9. Face shield (optional).

Level C protection will be selected for use when:

1. The atmospheric contaminants, liquid splashes, or other direct contact will not adversely affect or be absorbed through any exposed skin;

2. The types of air contaminants have been identified, concentrations measured and an air-purifying respirator is available that can remove the contaminants, and;
3. All criteria for the use of air-purifying respirators are met,

Level C protection consists of:

1. Full-face or half-mask, air-purifying respirators (NIOSH approved).
2. Hooded, chemical-resistant clothing (coveralls; two-piece chemical-splash suit; disposable chemical-resistant coveralls).
3. Coveralls (optional).
4. Chemical-resistant outer gloves.
5. Chemical-resistant inner gloves.
6. Chemical-resistant outer boots with steel toe and shank (optional).
7. Chemical-resistant outer boot-covers (disposable, optional).
8. Hard hat (optional).
9. Escape mask (optional).
10. Face shield (optional).

Level D protection will be selected for use when:

1. The atmosphere contains no known hazard, and;
2. Work functions preclude splashes, immersion, or the potential for unexpected inhalation of or contact with hazardous levels of any chemicals.

Level D protection consists of:

1. Coveralls.
2. Gloves (optional).
3. Chemical-resistant boots/shoes with steel toe and shank.

4. Chemical resistant outer boot-covers (disposable, optional).
5. Safety glasses or chemical-splash goggles (optional).
6. Hard hat (optional).
7. Escape mask (optional).
8. Face shield (optional).

PPE can offer a high degree of protection only if it is used properly. Essential to proper use is adequate PPE training to:

- o Allow the user to become familiar with the equipment in a nonhazardous situation.
- o Instill confidence of the user in his/her equipment.
- o Make the user aware of the limitations and capabilities of the equipment.
- o Increase the efficiency of operations performed by workers wearing PPE.
- o Possibly increase the protective efficiency of PPE use.
- o Reduce the expense of PPE maintenance.

Training will be completed prior to actual PPE use in a hazardous environmental and will be repeated at least annually. The training portion of the PPE program will delineate the user's responsibilities and, utilizing both classroom and field training when necessary, explain the following:

- o Applicable OSHA requirements (20 CFR 1910, Subparts I and Z).
- o The proper use and maintenance of the selected PPE, including capabilities and limitations.
- o The nature of the hazards and the consequences of not using the PPE.
- o The human factors influencing PPE performance
- o Instruction in inspection, donning, checking, fitting and using PPE.
- o Individualized respirator fit testing to ensure proper fit.

- o Use of PPE in normal air for a long familiarity period and, finally, wearing PPE in a test atmosphere to evaluate its effectiveness.
- o The user's responsibility (if any) for decontamination, cleaning, maintenance, and repair of PPE.
- o Emergency procedures and self-rescue in the event of PPE failure.
- o The buddy system.
- o The Site Safety Plan and the individual's responsibilities and duties in an emergency.

Clayton employees who are required by 40 CFR 1920.120(e) to receive the 40 hour or 24 hour offsite training will receive, as part of that training, instruction in the selection, use, donning and doffing, decontamination and disposal, inspection, and maintenance and storage of PPE. Also, these employees will be respirator fit tested at least annually in accordance with accepted protocols including 20 CFR 1910, Sections 132-140.

Manufacturer's recommendations with respect to PPE use and limitations of the equipment, inspection procedures, donning and doffing procedures, proper fit, decontamination, and maintenance and storage will be followed where available for particular pieces of equipment.

The discomfort and inconvenience of wearing PPE can create a resistance to the conscientious use of PPE. Clayton recognizes that making the user aware of the need for PPE and instilling motivation for the proper use and maintenance of PPE are essential aspects of training.

Before workers actually begin work in their PPE ensembles, the anticipated duration of the work mission will be established. Factors that limit mission length which will be considered include:

- o Air supply consumption.
- o Suit/ensemble permeation and penetration by chemical contaminants.
- o Ambient temperature.
- o Coolant supply.

The duration of the air supply will be considered before planning any SCBA-assisted work activity. Although the anticipated operating time of an SCBA is clearly indicated on the breathing apparatus, this designated operating time is based on a moderate work rate. In actual operation, several factors can reduce the rated operating times. Therefore, work actions and operating time will be adjusted based on the following variables:

- o Work rate. The actual in-use duration of SCBAs may be reduced by one-third to one-half during strenuous work.

- o Fitness. Well-conditioned individuals generally utilize oxygen more efficiently than unfit individuals, thereby slightly increasing the SCBA operating time.
- o Body size. Larger individuals generally consume air at a higher rate than small individuals, thereby decreasing SCBA operating time.
- o Breathing patterns. Quick, shallow or irregular breaths use air more rapidly than deep, regularly spaced breaths. Heat-induced anxiety and lack of acclimatization may induce hyperventilation, resulting in decreased SCBA operating time.

Mission duration may be limited by the possibility of chemical permeation or penetration of PPE during the work mission. The possibility of valve leakage due to temperature extremes and the ability of the PPE material to remain an effective barrier to chemicals of concern over time will be considered in establishing the duration of work mission.

The ambient temperature has a major influence on work mission duration because it affects both the worker and the protective integrity of the PPE. For the worker, heat stress is the greatest immediate danger of being ensemble-encapsulated. Mission duration will be set to avoid heat stress and workers will be monitored for indications of heat stress where appropriate. The protective integrity of the PPE may be affected because hot and cold ambient temperatures affecting:

- o Valve operation on suits and/or respirators.
- o The durability and flexibility of suit material.
- o The integrity of suit fasteners.
- o The breakthrough times and permeation rates of chemicals.
- o The concentration of airborne contaminants.

Finally, under warm conditions, if coolant is necessary, the duration of the coolant supply will directly affect mission duration.

During PPE use, employees will be encouraged to report any perceived problems or difficulties to their supervisor(s) in order that they may be expeditiously addressed. These malfunctions may include:

- o Degradation of the protective ensemble.
- o Skin irritation.
- o Unusual residues on PPE.
- o Discomfort.
- o Resistance to breathing.
- o Fatigue due to respirator use.
- o Interference with vision or communication.
- o Restriction of movement.
- o Personal responses such as rapid pulse, nausea, and chest pain.

APPENDIX 4

SCOPE OF WORK

January 8, 1997

**ATTACHMENT A: ENVIRONMENTAL PRODUCTS AND SERVICES, INC. (EP&S)
SCOPE OF WORK:**

EP&S (Subcontractor) will furnish all labor and materials necessary to complete the in-place closure of the two 10,000 gallon tanks at the Macy's Department Store, White Plains, New York, according to the following scope of work.

- Traffic Control Measures (cones, caution tape, signs)
- Remove all pumpable product, (appr. 7,000 gal.), then clean and dispose of tank bottoms
- Cold saw a four inch diameter sample hole in tank bottoms and collect soil sample from each, if necessary.
- Fill tanks 100% full Petro Fill Foam or concrete
- Remove the fill pipe, vent pipe and product piping

Please make note of the following:

- All work must confirm with applicable standards and local, state, and federal regulations
- Environmental Products & Services, Inc. (EP&S) is responsible for removing all rubbish, debris, unused, and surplus material due to or connected with the closure of the tanks at the site.
- EP&S shall review the Project Health and Safety Plan and comply with the requirements of the Plan. EP&S should advise Clayton of any deviation from the Plan.

The above scope of work shall be performed under the Terms and Conditions of the General Contract Agreement between Clayton and EP&S signed in July 1996.

January 7, 1997

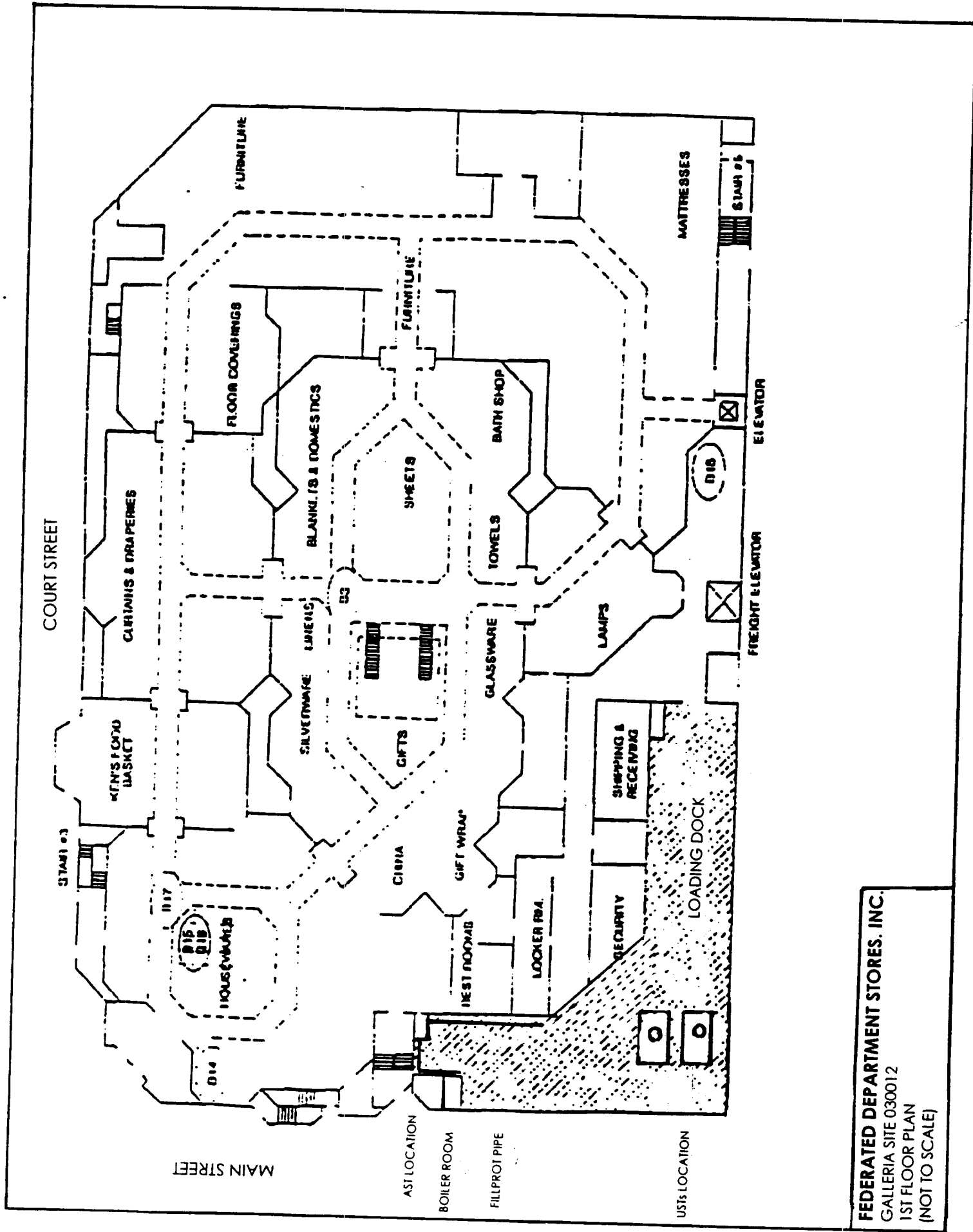
ATTACHMENT A: A&P RAINALDI, INC. SCOPE OF WORK:

A&P Rainaldi, Inc. (Subcontractor) will furnish and install all labor and materials necessary to complete the plumbing work for the installation of the aboveground storage tank at the Macy's loading dock area, according to the following scope of work:

1. Installation 1" steel suction and return line to the pump set inside the boiler room. This includes cutting or drilling a hole on the boiler room's wall in the appropriate location and repairing it after installation is complete.
 2. Installation of the tank accessories provided by others, including the tank alarm, tank level gauge, up-flow vent, and emergency vent.
 3. Installation of the 2" steel remote fill line along the south wall of the loading dock and secure it to the wall in an appropriate manner.
 4. Air test the tank and the new piping.
- All work must confirm with applicable standards and local, state, and federal regulations
 - The Subcontractor is responsible for rectifying any problem or malfunctioning of the system after the startup, if the problem is due to installation, including but not limited to any leak from the new piping.
 - The Subcontractor is responsible for removing all rubbish, debris, unused, and surplus material due to or connected with the installation of the tank at the site.
 - The Subcontractor shall review the Project Health and Safety Plan and comply with the requirements of the Plan. The Subcontractor should advise Clayton of any deviation from the Plan.

The above scope of work will be furnished for the amount of \$3,000 (three thousand dollars), as proposed by the A&P Rainaldi Inc.

FIGURE 1
SITE PLAN



FEDERATED DEPARTMENT STORES, INC.
 GALLERIA SITE 030012
 1ST FLOOR PLAN
 (NOT TO SCALE)

Privileged and Confidential

APPENDIX E
PROJECT COMPLETION DOCUMENTATION

New York Regional Office

Raritan Center
160 Fieldcrest Avenue
Edison, NJ 08837
(908) 225-6040
Fax (908) 225-4577

Clayton
ENVIRONMENTAL
CONSULTANTS

February 5, 1997

Mr. Peter A. Russo
Senior Code Enforcement Officer
CITY OF WHITE PLAINS
DEPARTMENT OF BUILDING
255 Main Street Annex
White Plains, New York 10601

Clayton Project No. 40-97140.00

Subject: Tank Closure at Macy's Department Store, White Plains, New York

Dear Mr. Russo:

Enclosed please find the documents regarding the completion of the in-place closure of the two 10,000-gallon underground storage tanks at Macy's Department Store located at 100 Main Street, White Plains, New York.

If you have any question regarding this matter, please do not hesitate to call me at 908-225 6040.

Sincerely,

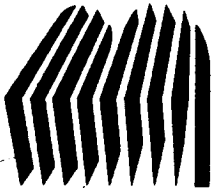


Susan Bayat, P.E.
Senior Environmental Engineer
Environmental Management and Remediation
New York Regional Office

Enclosure

SB:/jw

A:\SBMACYS.WPD



BYRAM
Concrete
& Supply Inc.

145 Virginia Road
White Plains, NY 10603
Billing Office (914) 289-0357
Dispatch (914) 682-4477

9:50 AM

GOOD CONTRACTOR

S
O
L
D
T
O

CUSTOMER COPY

CUSTOMER CODE NO.	RECEIPT NUMBER
CUSTOMER P.O. NO. 35929	DATE 01/14/97

DELIVERY RECEIPT

SENVIRO. PROD. SERV.
HMACYS LOADING DOCK
P100 MAIN ST. --- WHITE PLAINS
T.

TRUCK NO.	DRIVER	LOCATION	DIRECTIONS	ITEM CODE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION	
43	RON R.	00001		CFE50 WIN	10.00 CY 10.00 CY	FILL CRETE 50 PSI WINTER SERVICE	6.30 4.00	630.00 40.00	
							SUB TOTAL		630.00
							TAX		48.83
							SHORT LOAD		
							OVERTIME		
							TOTAL		678.83

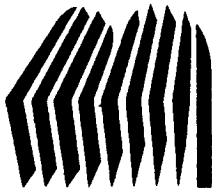
Pr' Loc
CHN # 127
3394

FOR DELIVERIES BEYOND CURB LINE, THIS COMPANY WILL NOT ASSUME LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY. REQUEST FOR ADDITIONAL WATER WILL BE AT PURCHASER'S RISK. PURCHASER HAS READ THIS RECEIPT AND AGREES TO ALL TERMS CONTAINED HEREIN.

WATER ADDED	LEFT PLANT	AVS. JOBS	STARTED TO DISCHARGE	LEFT JOB	RECEIVED BY
	8/18	20	529		

CAUTION
Cement powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or slurry gets into eyes, flush immediately with water and get prompt medical attention.

X RECEIVED IN GOOD ORDER BY: *[Signature]*



BYRAM
Concrete
& Supply Inc.

145 Virginia Road
White Plains, NY 10603
Billing Office (914) 289-0357
Dispatch (914) 682-4477

9:45 AM

CUSTOMER COPY

CUSTOMER CODE NO.	RECEIPT NUMBER
CUSTOMER P.O. NO. 35929	DATE 01/14/97

DELIVERY RECEIPT

SENVIRO. PROD. & SERV.
H MACYS LOADING DOCK
P 100 MAIN ST-----WHITE PLAINS
T O

SOLD TO

TRUCK NO.	DRIVER	LOCATION	DIRECTIONS
35	Dom S.	00001	
ITEM CODE	QUANTITY	DESCRIPTION	EXTENSION
CIC60 WIN.	12.00 CY 12.00 CY	FILL CRETE 50 PSI WINTER SERVICE	708.00 40.00

FOR DELIVERIES BEYOND CURB LINE, THIS COMPANY WILL NOT ASSUME LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY. REQUEST FOR ADDITIONAL WATER WILL BE AT PURCHASER'S RISK. PURCHASER HAS READ THIS RECEIPT AND AGREES TO ALL TERMS CONTAINED HEREIN.

WATER ADDED ON JOB SITE	WATER AUTHORIZED BY	LEFT JOBS 9:45	STARTED TO DISCHARGE 9:50	LEFT JOBS 9:50	RETD PLANT
----------------------------	---------------------	-------------------	---------------------------------	-------------------	------------

CAUTION
Cement powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or mixture gets into eyes, flush immediately with water and get prompt medical attention.

SUB TOTAL	758.00
TAX	
SHORT LOAD	
OVERTIME	
TOTAL	758.00

[Signature]
M. S. M. S.



BYRAM
Concrete
& Supply Inc.

145 Virginia Road
White Plains, NY 10603
Billing Office (914) 289-0357
Dispatch (914) 682-4477

CUSTOMER COPY

CUSTOMER CODE NO.	RECEIPT NUMBER
CUSTOMER P.O. NO. 359291	DATE 01/14/97

DELIVERY RECEIPT

SOLD TO

SENVIRO PROD. & SERV.
HMACYS LOADING DOCK
P100 MAIN ST WHITE PLAINS
T.O.

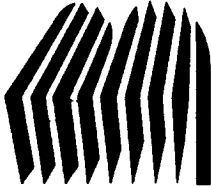
TRUCK NO.		DRIVER	LOCATION	DIRECTIONS			
33		33 LINTON	00001				
ITEM CODE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION			
CPC50	12.00CY	FILL CRETE 50 PSI	59.00	708.00			
WIN	12.00CY	WINTER SERVICE	4.00	48.00			

FOR DELIVERIES BEYOND CURB LINE, THIS COMPANY WILL NOT ASSUME LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY. REQUEST FOR ADDITIONAL WATER WILL BE AT PURCHASER'S RISK. PURCHASER HAS READ THIS RECEIPT AND AGREES TO ALL TERMS CONTAINED HEREIN.

WATER ADDED ON JOB SITE	LEFT JOB SITE	STARTED	DISCHARGED
WATER AUTHORIZED BY	DATE	TIME	TIME
Cement powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or mixture gets into eyes, flush immediately with water and get prompt medical attention.			

Alan M. J.
X
REFUSED IN GOOD ORDER BY SIGN

SUB TOTAL	756.00
TAX	7.56
SHORT LOAD OVERTIME	59.59
TOTAL	814.59



BYRAM
Concrete
& Supply Inc.

145 Virginia Road
White Plains, NY 10603
Billing Office (914) 289-0357
Dispatch (914) 682-4477

CUSTOMER COPY

CUSTOMER CODE NO.	RECEIPT NUMBER
C011 CUSTOMER P.O. NO. 35929	DATE 01/14/97

DELIVERY RECEIPT

CONTRACTOR

SENVIRO, PROD. & SERV.
HMACYS LOADING DOCK
P100 MAIN ST---WHITE PLAINS
T.O.

TRUCK NO.	DRIVER	LOCATION	DIRECTIONS
34	Bob D	00001	

ITEM CODE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
61060 WIN	12.00 CY 12.00 CY	FILL CRETE 50 PSI WINTER SERVICE	59.00 4.00	708.00 48.00

(46)

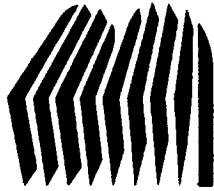
SUB TOTAL		756.00
SHORT LOAD OVERTIME		58.59
TOTAL		814.59

FOR DELIVERIES BEYOND CURB LINE, THIS COMPANY WILL NOT ASSUME LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY. REQUEST FOR ADDITIONAL WATER WILL BE AT PURCHASER'S RISK. PURCHASER HAS READ THIS RECEIPT AND AGREES TO ALL TERMS CONTAINED HEREIN.

WATER ADDED ON JOB SITE	LEFT PLANT	ARRIVED	STARTED TO DISCHARGE	LEFT PLANT	RETO PLANT
	9:30	10:00	10:10	10:20	

CAUTION
Cement powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or mixture gets into eyes, flush immediately with water and get prompt medical attention.

RECEIVED IN GOOD ORDER BY SIGN
[Signature]



BYRAM
Concrete
& Supply Inc.

145 Virginia Road
White Plains, NY 10603
Billing Office (914) 289-0357
Dispatch (914) 682-4477

CUSTOMER COPY

CUSTOMER CODE NO.	RECEIPT NUMBER
CUSTOMER P.O. NO.	DATE 7
	01/14/97

DELIVERY RECEIPT

S COU CONTRACOR

SENVIRO. PROD. SERV.

H MACYS

P 100 MAIN ST. WHITE PLAINS

T O.

TRUCK NO.	DRIVER	LOCATION	DIRECTIONS	ITEM CODE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
43	RON RITACCO	00001						
					10.00CY	FILL CRETE 60 PSI	59.00	590.00
					10.00CY	WINTER SERVICE	4.00	40.00

Glenn S

(56)

FOR DELIVERIES BEYOND CURB LINE, THIS COMPANY WILL NOT ASSUME LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY. REQUEST FOR ADDITIONAL WATER WILL BE AT PURCHASER'S RISK. PURCHASER HAS READ THIS RECEIPT AND AGREES TO ALL TERMS CONTAINED HEREIN.

WATER ADDED ON JOB SITE	LEFT PLANT	APPR. JOB	STARTED TO DISCHARGE	LEFT JOB	WATER PLANT
	1000	10/10	10/30	10/10	

CAUTION
Concrete powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and eyes. Wash immediately with water if any contact powder or mortar gets into eyes, flush immediately with water and get prompt medical attention.

201

[Signature]

X RECEIVED IN GOOD ORDER BY SIGN

6.78 8.3

530.00

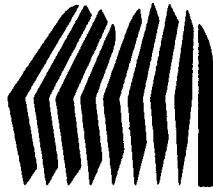
48.83

TOTAL

OVERTIME

TAX

SUB TOTAL



BYRAM
Concrete
& Supply Inc.
145 Virginia Road
White Plains, NY 10603
Billing Office (914) 289-0357
Dispatch (914) 682-4477

CUSTOMER COPY

CUSTOMER CODE NO.	RECEIPT NUMBER
COU11	27414
CUSTOMER P.O. NO.	DATE
35929	01/14/97

DELIVERY RECEIPT

CONTRACTOR

SENVIRO PROD. & SERV.
HMACYS LOADING DOCK
P100 MAIN ST-----WHITE PLAINS
T.O.

TRUCK NO.	DRIVER	LOCATION	DIRECTIONS	ITEM CODE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
25	DMS	00001		CF650	12.00 CY	FILL CRETE 50 PSI	59.00	708.00
				WIN	12.00 CY	WINTER SERVICE	4.00	48.00

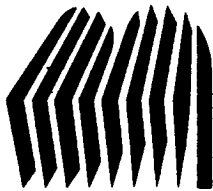
FOR DELIVERIES BEYOND CURB LINE, THIS COMPANY WILL NOT ASSUME LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY. REQUEST FOR ADDITIONAL WATER WILL BE AT PURCHASER'S RISK. PURCHASER HAS READ THIS RECEIPT AND AGREES TO ALL TERMS CONTAINED HEREIN.

WATER ADDED ON JOB SITE	1	LEFT PLANT	10	STARTED TO DISCHARGE	10:10	LEFT JOB	10:10	NETO PLANT	
-------------------------	---	------------	----	----------------------	-------	----------	-------	------------	--

CAUTION
Cement powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or mortar gets into eyes, rinse immediately with water and get prompt medical attention.

John M. M...
X
RECEIVED IN 2003 ORDER 874-004

SUB TOTAL	756.00
7.75 TAX	58.59
SHORT LOAD (OVERTIME)	
TOTAL	814.59



BYRAM
Concrete
& Supply Inc.
145 Virginia Road
White Plains, NY 10603
Billing Office (914) 289-0357
Dispatch (914) 682-4477

CUSTOMER COPY

CUSTOMER CODE NO.	RECEIPT NUMBER
CUSTOMER P.O. NO.	DATE
01/14/97	21418

DELIVERY RECEIPT

ENVIRO. PROD. & SERV.
H MACYS
P 100 MAIN ST-----WHITE PLAINS
T O

GOOD CONTRACTOR
S O L D T O

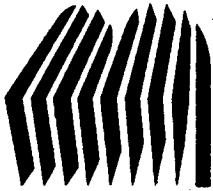
TRUCK NO.	DRIVER	LOCATION	DIRECTIONS
34	BUB D.	00001	

ITEM CODE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1.FC50	12.00C.Y	FILL CRETE 50 PSI	59.00	708.00
WIN	12.00CY	WINTER SERVICE	4.00	48.00

FOR DELIVERIES BEYOND CURB LINE, THIS COMPANY WILL NOT ASSUME LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY. REQUEST FOR ADDITIONAL WATER WILL BE AT PURCHASER'S RISK. PURCHASER HAS READ THIS RECEIPT AND AGREES TO ALL TERMS CONTAINED HEREIN.

WATER ADDED ON JOB SITE	LEFT PLANT	STARTED TO DISCHARGE	LEFT PLANT	RETD PLANT
1	1040	1033	1035	1037
CAUTION Contact powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or material gets into eyes, flush immediately with water and get prompt medical attention.				
SUB TOTAL				766.00
7.75 TAX				68.59
SHORT LOAD OVERTIME				
TOTAL				814.59

[Signature]
X RECEIVED 10000 ORDER BY SIGN



BYRAM
Concrete
& Supply Inc.

145 Virginia Road
White Plains, NY 10603
Billing Office (914) 289-0357
Dispatch (914) 682-4477

SOLD TO
COD CONTRACTOR

CUSTOMER COPY

CUSTOMER CODE NO.	RECEIPT NUMBER
COD CUSTOMER P.O. NO.	2610 DATE 01/14/97

DELIVERY RECEIPT

S ENVIRO. PROD. & SERV.
H MACYS
P 100 MAIN ST
T. WHITE PLAINS

TRUCK NO.		DRIVER	LOCATION		DIRECTIONS	UNIT PRICE	EXTENSION
43		RON RIIACCO	00001				
ITEM CODE	QUANTITY	DESCRIPTION					
UFC50 WIN	10.000 CY - 10.000 CY	FILL CRETE 50 PSI WINTER SERVICE				59.00 4.00	590.00 40.00

90

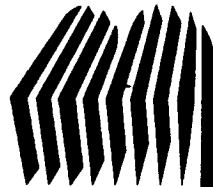
FOR DELIVERIES BEYOND CURB LINE, THIS COMPANY WILL NOT ASSUME LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY. REQUEST FOR ADDITIONAL WATER WILL BE AT PURCHASER'S RISK. PURCHASER HAS READ THIS RECEIPT AND AGREES TO ALL TERMS CONTAINED HEREIN.

WATER ADDED ON JOB SITE	LEFT PLANT	ARR. JOB	STARTED TO DISCHARGE	LEFT JOB	NET PLANT
	1/20	11:50	12:15	12:15	

CAUTION
Cement powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or mixture gets into the eyes, flush immediately with water and get prompt medical attention.

[Signature]
RECEIVED BY GOOD ORDER BY JIM

SUB TOTAL	630.00
TAX	7.75
SHORT LOAD	
OVERTIME	
TOTAL	678.83



BYRAM
Concrete
& Supply Inc.

145 Virginia Road
White Plains, NY 10603
Billing Office (914) 289-0357
Dispatch (914) 682-4477

CUSTOMER COPY

CUSTOMER CODE NO.	RECEIPT NUMBER
0001	27420
CUSTOMER P.O. NO.	DATE
	01/14/97

DELIVERY RECEIPT

ENVIRO. PROD. & SERV.
H MACYS
1100 MAIN ST. WHITE PLAINS
TO

GOOD FOR DELIVERY FOR

SOLD TO

TRUCK NO. 35	DRIVER Dennis	LOCATION 00001	DIRECTIONS
ITEM CODE 0000	QUANTITY 10.00 CY 10.00 CY	DESCRIPTION FILL CRUE 50 PSI WINTER SERVICE	
UNIT PRICE 59.00 4.00		EXTENSION 590.00 40.00	
SUB TOTAL 630.00		TAX 48.83	
TOTAL 678.83		RECEIVED BY <i>Glenn M...</i>	

FOR DELIVERIES BEYOND CURB LINE. THIS COMPANY WILL NOT ASSUME LIABILITY FOR PROPERTY DAMAGE OR PERSONAL INJURY. REQUEST FOR ADDITIONAL WATER WILL BE AT PURCHASER'S RISK. PURCHASER HAS READ THIS RECEIPT AND AGREES TO ALL TERMS CONTAINED HEREIN.

WATER ADDED ON JOB SITE	LEFT PLANT 10' 12 1/4"	APPL. JOB 12 1/4"	STARTED TO DISCHARGE 12 1/4"	LEFT JOB 12 1/4"	RET'D PLANT
----------------------------	---------------------------	----------------------	------------------------------------	---------------------	-------------

CAUTION
Cement powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or mixture gets into eyes, rinse immediately with water and get prompt medical attention.

RECEIVED IN GOOD ORDER BY SIGN

NON-HAZARDOUS WASTE MANIFEST

1. Generator's ID Number

REC'D APR 11 1997
EXEMPT

Manifest
Document No.
8128

2. Page 1
of

3. Generator's Name and Mailing Address

MACY'S BUILDING
100 MAIN STREET
WHITE PLAINS N.Y.

ENVIRONMENTAL
PRODUCTS & SERVICES

4. Generator's Phone ()

5. Transporter 1 Company Name
A B OIL SERVICE LTD.

6. US EPA ID Number

NY D 9 8 7 0 2 3 3 7 1

DEC IA-002

7. Transporter 2 Company Name

8. US EPA ID Number

9. Designated Facility Name and Site Address

A B OIL SERVICE LTD.
1599 OCEAN AVENUE
BOHEMIA, NY 11716

10. US EPA ID Number

NY D 9 8 7 0 2 3 3 7 1

A. Transporter's Phone (516) 567-6545

B. Transporter's Phone

C. Facility's Phone
(516) 567-6545

11. Waste Shipping Name and Description

a. Combustible Liquid NOS. (N002)
PG III, NA1993 NON HAZARDOUS

12. Containers
No. Type

13. Total
Quantity

14. Unit
Wt/Vol

1. TT 0.7500 G

D. Additional Descriptions for Materials Listed Above

Contaminated Fuel oil

E. Handling Codes for Wastes Listed Above

514

15. Special Handling Instructions and Additional Information

EMERGENCY RESPONSE NUMBER (516) 567-6545

TRUCK: # TR-1

PLATE: # PP2063

16. GENERATOR'S CERTIFICATION: I certify the materials described above on this manifest are not subject to federal regulations for reporting proper disposal of Hazardous Waste.

Printed/Typed Name

Glenn Merto

Signature

Glenn Merto

Month Day Year

10/1/397

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

Anthony L. CALIGIURI

Signature

Anthony L. Caligiuri

Month Day Year

01/1/397

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of waste materials covered by this manifest except as noted in Item 19.

Printed/Typed Name

1. J. H. H. H.

Signature

J. H. H. H.

Month Day Year

1.1.39

TRANSPORTER #2

WASTE PROFILE REPORT - SYRACUSE FACILITY



Environmental Products & Services, Inc.
532 State Fair Boulevard
Syracuse, NY 13204
(800) 843-8265 FAX (315) 475-8920

REC'D APR 11 1997

Office Use Only	
Date	
Approval No.	11563
Handling Code	PC82

A Customer <u>MACY'S CLAYTON ENVIRON.</u> Address <u>100 MAIN BARITAN CTR.</u> <u>160 FIELD CREST AVE.</u> Contact <u>EDLSON, NJ 08837</u> Title <u>SUE BAYAT</u> Phone <u>(908) 225-6040</u>		Generator Site Address <u>MACY'S WHITE PLAINS</u> <u>100 MAIN STREET</u> <u>WHITE PLAINS, NY 10603</u> Contact <u>FRANK STEINER</u> Title <u></u> Phone <u>(914) 946-5015</u>	
B Type of plant or facility generating waste <u>DEPARTMENT STORE</u> Material Description <u>#2 FUEL OIL CONTAMINATED PPE</u> Specific Generating Process <u>TRUCK WASHOUT FROM CLEAN OUT OF UST.</u> Is this debris or groundwater from a UST Corrective Action per 40 CFR Part 280? ☐ YES ☒ NO Volume <u>1</u> Units <u>DRUM</u> Frequency: ☒ One Time ☐ Month ☒ Year			
C List Components by % (total must equal 100): <u>#2 FUEL OIL</u> <u>10</u> % <u>PPE</u> <u>90</u> % _____ % _____ % Does waste contain free liquids? ☐ YES ☒ NO If yes, <u>10</u> % Free Liquid Does waste have strong odor? ☐ YES ☒ NO Describe: _____		Was a TCLP analysis performed? ☐ YES ☒ NO Sample ID No. <u>N/A</u> PCB <u><5PPM</u> Total Halogens <u><1000 PPM</u> Flash Point <u>>140°F</u> Other (state) <u>SOLID LIQUID</u>	
D Is this a RCRA Hazardous Waste? ☐ YES ☒ NO Is this a Regulated Hazardous Waste in your state? ☒ YES ☐ NO NY State Waste Code <u>NO11</u> Other State Codes <u>N/A</u> Is this generator a conditionally exempt small quantity generator? ☐ YES ☒ NO		Is this a DOT Hazardous Material? ☐ YES ☒ NO Proper Shipping Name <u>WASTE NON-RCRA N.O.S.</u> <u>(#2 FUEL OIL CONTAMINATED PPE)</u> DOT Hazard Class <u>NON HAZARDOUS</u> DOT Identification No. <u>N/A</u>	
E Additional Information <u>I-0511</u>			

I certify the above information is accurate and the waste is not a hazardous waste according to New York State Department of Environmental Conservation and United States Environmental Protection Agency regulations. Environmental Products & Services, Inc. is not permitted for and will not knowingly accept hazardous waste.

Macy's East, Inc.
Generator Name (Print)
Kevin Lynch
Environmental Products & Services, Inc. Approval (Print Name)

Generator's Agent
Susan Bayat from Clayton
Authorized Signature
[Signature]
Date 1/13/97
Date 2-11-97

White - FACILITY Canary - CUSTOMER Pink - CUSTOMER SERVICE Goldenrod - EPS REPRESENTATIVE

DO NOT DETACH COPIES OF THIS FORM. PLEASE SEE INSTRUCTIONS ON REVERSE SIDE.

2010.FAC.200.9409

STRAIGHT BILL OF LADING/NON-HAZARDOUS WASTE MANIFEST

1. Generator Information										No.			
Generator Name: MACY'S EAST, INC.										MACY'S WHITE PLAINS			
Generator Mailing Address: 151 WEST 34TH STREET, ROOM 120 NEW YORK, NY 10001										Site Address: 100 MAIN STREET WHITE PLAINS, NY 10601			
Generator Telephone No.: (212) 946-5015										Generator Telephone No.: (914) 946-5015			
2. Destination/Disposal Facility Information													
Company Name: ENVIRONMENTAL PRODUCTS & SERVICES, INC.										Facility			
Telephone No.: (315) 471-0503										Site Address: 532 STATE FAIR BOULEVARD SYRACUSE, NY 13204			
3. Transporter Information													
Transporter 1 Company Name: ENVIRONMENTAL PRODUCTS & SERVICES, INC.										Transporter 2 Company Name: Environmental Products/Services			
Telephone No.: (315) 471-0503										Telephone No.: 315-471-0503			
License Plate No.: XV19PR NJ										License Plate No.: 2H26ES N.Y.			
4. Material/Waste Description													
Containers		Material Description/ Proper Shipping Name if DOT Hazardous Material		Hazard Class		ID Number		Packing Group		Total Weight/Volume		Unit of Weight/Volume	
No.	Type	HM											
a.	1 DM		WASTE NON-PCRA LIQUID, N.O.S. (#2 FUEL OIL CONTAMINATED PRE)	NON HAZARDOUS		NONE	NONE	NONE		55		GAL	
b.													
c.													
d.													
5. Job No.		6. Approval Nos.		7. Purchase Order No.		8. Additional Information		9. Required Placard(s)					
I-0511				NONE		NONE		NONE					
10. Generator Certification: I hereby certify the above-named materials are properly classified, described, packaged, marked, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.													
Generator Name: MACY'S East, Inc.													
Generator Signature: Susan Bayart from Clayton													
11. Acknowledgement of Receipt of Material - To be Completed by Signatories													
Transporter 1 Driver Name (Print): GLENN T. SUAREZ													
Transporter 2 Driver Name (Print): Charles J. Bravata													
Facility Receiving Wastes - Authorized Agent: Kevin Legua													
Emergency Telephone No.: (315) 471-0503													
Discrepancy Indication Space to be Completed by the Disposal Facility.													
12. Facility Receiving Wastes - Authorized Agent: Kevin Legua													
Signature: [Signature]													
13. Emergency Telephone No.: (315) 471-0503													
Contact Name: DM SALOMON													
14. Discrepancy Indication Space to be Completed by the Disposal Facility.													
Signature: [Signature]													
Receipt Date: 2-26-97													
Shipment Date: 2-26-97													
Shipment Date: 2-26-97													
Receipt Date: 2-26-97													
Required for transportation of DOT Hazardous Material only!													

White: Retained by TSDF Green: Mailed by TSDF to Generator
Environmental Products & Services, Inc., P.O. Box 315, Syracuse, NY 13209

Canary: Mailed by TSDF to EPS Branch Pink: Retained by Final Transporter
Gold: Retained by Generator

THIS MEMORANDUM

is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading. It is a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. **NY 7A-010**

CARRIER: **EXHIBIT 13 + SERVICES** SCAC

Carrier's No. **XV 19PR**
Date

TO: **EXHIBIT 13 + SERVICES**

Consignee

Street **542 1/2 FAIR BLVD**

Destination **SYRACUSE NY** Zip **13201**

FROM:

Shipper **WALSH'S (LTD.)**

Street **111 MAIN ST**

Origin **WHITE PLAINS NY** Zip **10601**

Route:

Vehicle
Number **56**

No Shipping Units	HM	Kind of Packages (IF HAZARDOUS MATERIALS - PROPER SHIPPING NAME)	Description of Articles	HAZARD CLASS	I.D. Number	PACKING GROUP	WEIGHT (subject to correction)	RATE	LABELS REQUIRED (or exemption)
201		WHITE NEW RORO	(#2 FUEL OIL (TANK/BOTTOMS))	HAZARDOUS	NON	A/H	55	AG	HAZ
		SOLID							

Remit C.O.D. to:

Address:

City: State: Zip:

COD Amt: \$

C.O.D. FEE:

Prepaid ☐

Collect ☐ \$

NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ Per

Subject to Section 7 of the conditions, if the shipment is to be delivered to the consignee without recourse to the shipper, the shipper shall sign the following statement:
The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.
(Signature of Consignor)

FREIGHT CHARGES

☐ PREPAID ☐ COLLECT

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS
REQUIRED

None

PLACARDS
SUPPLIED

☐ YES ☒ NO -- FURNISHED BY CARRIER
DRIVER SIGNATURE:

SHIPPER: **WALSH'S**

PER:

DATE: **1-13-97**

EMERGENCY RESPONSE

TELEPHONE NUMBER: **(315) 471-0503**

CARRIER: **FR**

PER: **X**

DATE: **1-13-97**

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604)

THIS MEMORANDUM

is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

PO # 35930

NY 7A-010
Shipper's No. 105H

CARRIER: Environmental Products & Services

SCAC

Carrier's No. PF
Date 1-13-97

TO: HR Oil Services

Consignee 15400 CANAL AV

Street Bellevue NY Zip 11716

FROM: HR

Shipper 100 Main Street
Street White Plains NY Zip 10601
Origin

Route: DIRECT

Vehicle Number 794

No. Shipping Units	HM	Kind of Packages, Description of Articles (IF HAZARDOUS MATERIALS - PROPER SHIPPING NAME)	HAZARD CLASS	I.D. Number	PACKING GROUP	WEIGHT (Subject to correction)	RATE	LABELS REQUIRED (or exemption)
1		<u>WASTE NON HERRA Liquid NES</u>	<u>2.3</u>	<u>NO13</u>	<u>N/A</u>	<u>450</u>	<u>G</u>	<u>None</u>

Remit C.O.D. to: Oil
Address: AB

City: State: Zip:

COD Amt: \$

C.O.D. FEE:
Prepaid ☐
Collect ☐ \$

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property hereby specifically stated by the shipper to be not exceeding \$ Per

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

FREIGHT CHARGES
☐ PREPAID ☐ COLLECT

RECEIVED: subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

I certify that the above named materials are properly classified, described, packaged, marked, stored and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

None

PLACARDS SUPPLIED

☐ YES ☐ NO - FURNISHED BY CARRIER

SHIPPER: HR

ER:

ATE:

EMERGENCY RESPONSE TELEPHONE NUMBER: (815) 471-0503

CARRIER: Environmental Products & Services

PER:

DATE: 1-13-97

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604).

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Petroleum Bulk Storage Program
Facility Information Report

Printed : 01/21/97

PBS # : 3-173665

Site : MACY'S WHITE PLAINS
100 MAIN ST
WHITE PLAINS, NY 10601

County : WESTCHESTER Town : WHITE PLAINS (C)
Latitude : N Longitude : W
SPOES# : CBS# :
Site Type : Other

Operator : FRANK STEIXNER (914) 946-5015
Emergency : SEAN R. HAVEY (718) 802-7645

Site status : Under 1101 gal.
Total Active Tanks : 0
Active Capacity : 0 gals.

Reg Expires : 12/20/01
Last Inspection : / /
Cert Printed : 12/31/96

Site Errors : Complete
Owner Error : Complete
Tank Errors : No Data

Owner : MACY'S EAST, INC.
151 WEST 34TH STREET ROOM 1206
NEW YORK, NY 10001

Phone : (718) 802-7645
Owner Type : Corporate/Commercial

Hall : MACY'S EAST, INC.
151 WEST 34TH STREET/ROOM 1206
NEW YORK, NY 10001

Att : SEAN R. HAVEY (718) 802-7645

TankNo	TankLoc	Stat	DateIn	Capac (g)	Product	TankType	TankInt	TankExt	PipeLoc	PipeType	PipeInt	PipeExt	SecCont	Leak	OverFill	Diap	LastTest	NextTest	Tstat
1	4	4	12/79	10,000	3	1	1	1	2	1			0	0	4	1		CLOSED : 01/97	
2	4	4	12/79	10,000	3	1	1	1	2	1			0	0	4	1		CLOSED : 01/97	
3	1	5	12/79	100	3	1	1	1	1	1			0	0	4	2		CONVERTED : 08/96	
4	1	5	01/97	1,000	3	1	1	1	1	1			1		4	2		CONVERTED : 08/96	



CITY OF WHITE PLAINS

WILLIAM E. PISANI
COMMISSIONER
(914) 422-1287

REC'D APR 21 1997
DEPARTMENT OF BUILDING

EDWARD D. BRUNNER
DEPUTY COMMISSIONER
(914) 422-1361

April 16, 1997

***Macy's
100 Main Street
White Plains, NY 10601***

***RE: Main & Court Street
White Plains, New York
B-26759
W-3 B-3 L-20C,20D***

Gentlemen:

In accordance with your request, all final inspections have been made by this Department for work performed under Building Permit B-26758 for closure of two underground storage tanks at the above referenced premises.

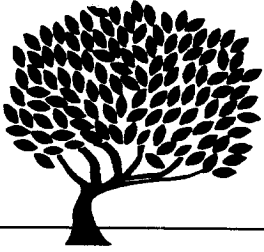
These inspections indicate that the work had been completed to the satisfaction of this Department and permission is hereby granted to occupy and use these premises.

Very truly yours,

***Edward D. Brunner
Deputy Commissioner of Building***

dmy

cc: Clayton Environmental Consultants



CITY OF WHITE PLAINS

WILLIAM E. PISANI
COMMISSIONER
(914) 422-1287

DEPARTMENT OF BUILDING

EDWARD D. BRUNNER
DEPUTY COMMISSIONER
(914) 422-1361

April 16, 1997

***Macy's
100 Main Street
White Plains, NY 10601***

***RE: Main & Court Street
White Plains, New York
B-26759
W-3 B-3 L-20C,20D***

Gentlemen:

In accordance with your request, all final inspections have been made by this Department for work performed under Building Permit B-26759 for installation of a fuel oil tank at the above referenced premises.

These inspections indicate that the work had been completed to the satisfaction of this Department and permission is hereby granted to occupy and use these premises.

***Very truly yours,
Edward D. Brunner
Edward D. Brunner
Deputy Commissioner of Building***

***dmy
cc: Clayton Environmental Consultants***

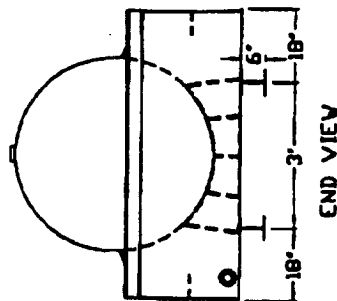
Privileged and Confidential

APPENDIX F

FAST AND ACCESSORIES, SPECIFICATION AND INFORMATION

TOP VIEW

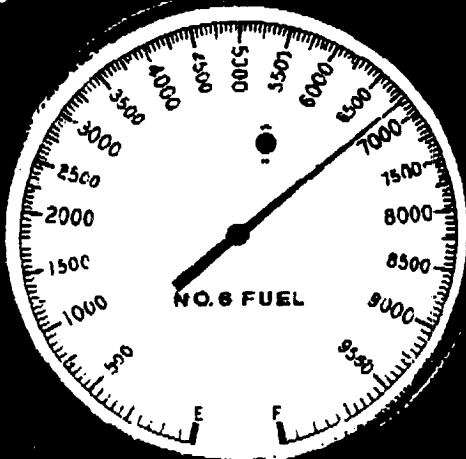
MAIN SIDE



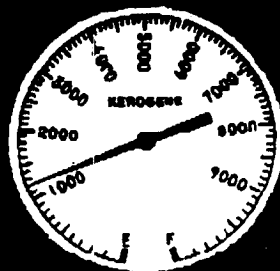
SPECIFICATIONS		COATING: EXTERIOR- RED OXIDE	
CAPACITY IN GALLONS: 1,000		INTERIOR- NONE	
NUMBER REQUIRED: (1) ONE		SURFACE PREP: TOUCH UP	
MATERIAL: A569		OPENINGS: SEE SKETCH	
THICKNESS OR GAUGE: 10 GA DIKE		(1) 2" NPT FITTINGS	
INNER TANK SHELL- 10 GA		(1) 4" NPT FITTING	
HEAD- 10 GA		(1) 6" NPT FITTING	
OUTER TANK SHELL- N/A		(2) 2" NPT FITTINGS IN DIKE FOR DRAINS	
HEAD- N/A		OTHER ACCESSORIES:	
LABELING:			
ABOVEGROUND UL 142			
		1,100 CONTAINMENT DIKE	
		(2) 48" SADDLES	

PNEUMERCATOR
Liquid Level Control Systems

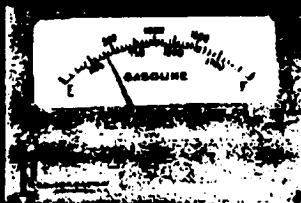
HYDROSTATIC LIQUID LEVEL TANK GAUGING SYSTEMS



MODEL P-2
Scale 0-1000-21"



MODEL P-14
Scale 0-1000-21"



MODEL P-1
Scale 0-100-12"

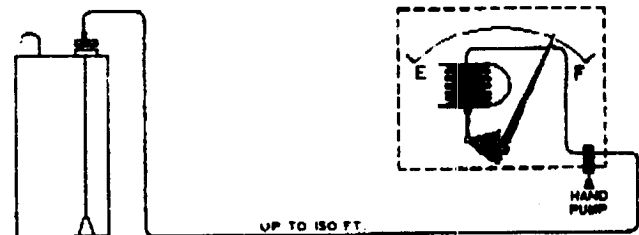
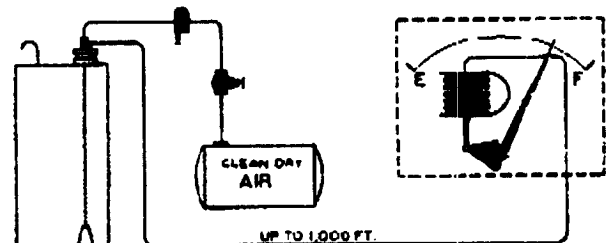
This family of indicators is the same as the hydraulic line only with relation to outside case dimensions and scale length. Based on an adaptation of the hydrostatic principle, air pressure is required to obtain liquid level indication. This is provided either by a built-in hand pump or by a source of clean dry air.

Installation is readily accomplished in either empty tanks or partially filled tanks. A 2" tank opening is required through which the air bell assembly (supplied by Pneumercator) is installed. Once the system has been properly installed, maintenance is practically non-existent. All that is required is an occasional check of the zero position which takes less than a minute.

For constant air systems, high or low level switches can be supplied which will activate a light, audible alarm or start and stop pumps to maintain pre-determined levels.

The hydrostatic gaging system described on this page should be used only on tanks vented to the atmosphere.

PRINCIPLE OF OPERATION



Air is introduced in the line between the indicator and the tank by means of either the built in hand pump or a source of clean compressed air. When the pressure in this line equals the pressure at the bottom of the bubble pipe (created by the head of liquid in the tank), the bellows in the indicator mechanism expands—or contracts—and thru suitable linkage moves the pointer over the face of the dial. Excess pressure bubbles out of the bottom of the bubble pipe.

PNEUMERCATOR HYDROSTATIC GAGES

Instructions for Installation and Adjustment

Model P-5 Tank Gage

1. OPERATING PRINCIPLE

- 1.1 The Pneumercator Tank Gauge is designed to provide remote indication of the contents of storage tanks containing non-corrosive liquids. Operation of the built-in pump forces air through the connecting tubing until it escapes from the air bell opening located 2" above the bottom of the tank. The hydrostatic head of the liquid above this point determines the air pressure in the system and thus the position of the pointer on the scale.
- 1.2 This gauge should not be used on unvented tanks, for corrosive liquids or on tanks whose diameter and capacity vary from those shown on the dial.
- 1.3 Each time a reading is desired the pump should be operated until all liquid has been purged from the tubing and the pointer returns to the same spot between successive strokes.

2. INSTALLATION

- 2.1 Mount the gauge securely on a wall in a location where it will be both visible and accessible.
- 2.2 Lower the air bell through the tank opening until it rests on the bottom. Screw in the reducing bushing and compression fitting taking the slack from the tubing inside the tank before tightening but making sure the air bell remains on the bottom. Run the tubing to the gauge being careful that it does not become distorted or plugged. It is desirable to have the tubing drain from the gauge to the tank, avoiding low spots or pockets where moisture can collect. Buried tubing can be protected by taping it to the underside of the oil suction pipe.
- 2.3 Before tubing is attached to gauge make sure the pointer is exactly on the first mark (empty position) on the dial. If it is necessary to zero the pointer, remove cover from the gauge, slightly loosen the red adjusting screw and tap the mechanism as shown in Fig. 1. Be sure to tighten the red adjusting screw before replacing the cover.

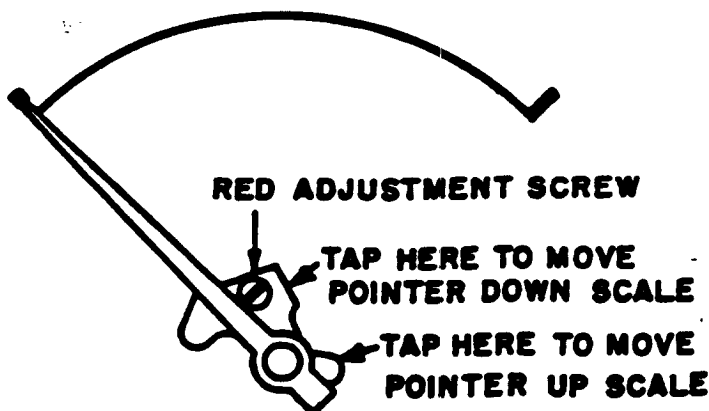


FIG. 1

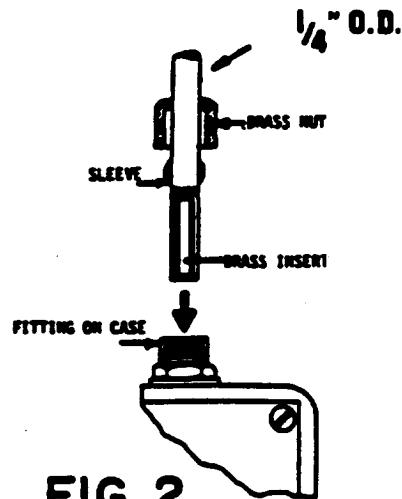


FIG. 2

- 2.4 Cut off any excess tubing. Install the brass insert into end of tubing, slip first brass nut then sleeve over the tubing as shown in Fig. 2. Insert tubing into fitting on gauge, slide sleeve and brass nut down and fasten tubing securely to gauge.

3. TROUBLE SHOOTING

- 3.1 If the pointer oscillates between pump strokes and gradually comes to rest, check for a liquid accumulation in a low pocket of the tubing.
- 3.2 If the pointer remains on "Empty" while the pump is operated, make sure there is liquid in the tank, check for a leaking connection between tubing and gauge, check for damaged tubing and check that the air bell is on the bottom of the tank.
- 3.3 If the tank is partly empty and the pointer remains on "Full" between strokes of the pump, check for an obstruction in the tubing or crushed tubing.
- 3.4 It is possible to localize malfunctions in the tank and transmission assembly or in the gauge by disconnecting the tubing from the gauge. Place the thumb over the tubing connection and operate the pump to observe for normal pointer travel.
- 3.5 If the pointer does not return to "Empty" after the tubing has been disconnected, rezero the gauge by following the procedure described in par. 2.3.
- 3.6 Additional repair or replacement of gauge parts in the field is not recommended. Return the gauge directly to the factory and attach a letter with your name, address and description of the trouble encountered.

4. CAUTION

- 4.1 Do not use detergents, solvents, paint thinners, lighter fluids or chemical cleaning compounds to clean the gauge. Use only a damp, soft cloth and a mild soap.

ADJUSTMENT INSTRUCTIONS FOR P-11 AND P-14

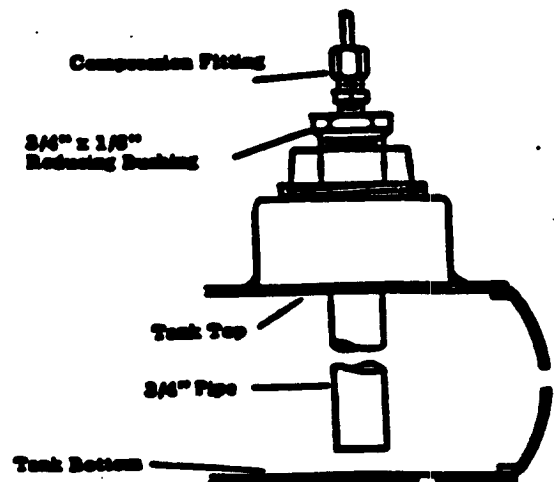
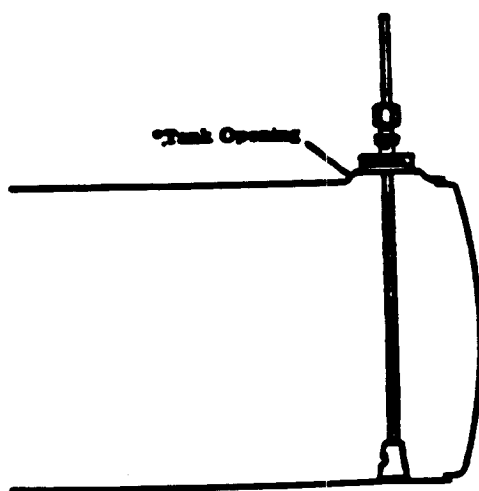
These gages are calibrated and adjusted at the factory specifically for the tanks on which they are to be installed. Actually, no further adjustment should be required but due to minor variations in tank diameter it may be necessary to re-position the pointer to the empty position. This is accomplished as follows:

1. Loosen compression nut which secures the tubing to the fitting on top of the gage. This vents the system which is necessary before any adjustment is made.
2. Remove 4 cover screws and cover.
3. The pointer is held to the hub by 2 - #1-72 screws. Loosen each screw slightly.
4. Re-position the pointer so that the pointer tip is in the center of the large increment representing the empty position.
5. Tighten the 1-72 screws and re-check the pointer position.
6. Replace cover and compression nut on top of gage.

NOTE: If inaccurate gage readings are observed after the pointer has been re-positioned to the empty mark, the following procedure is suggested:

- (a) Make certain the air bell is on the bottom of the tank.
- (b) Check tank diameter and compare with the tank diameter specified on the purchase order.
- (c) Check specific gravity or grade of fuel oil.

If (b) or (c) is found to show any appreciable difference the gage must be returned to the factory with new information.



PNEUMERCATOR CO., INC.

120 FINN COURT, FARMINGDALE, N.Y. 11735

OVERFILL WARNING DEVICES

TANK ALARM

PART # 1000100

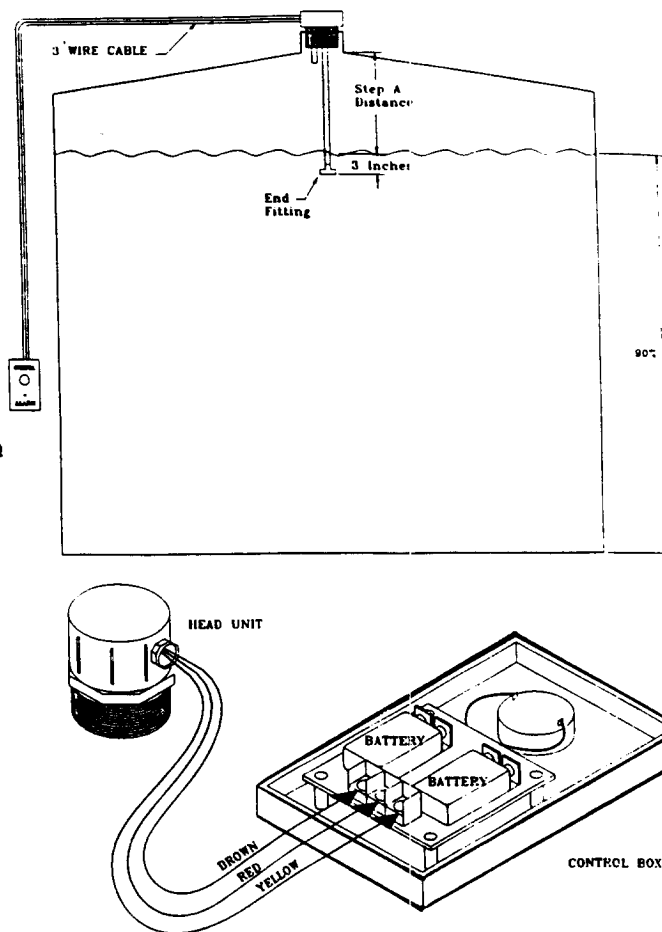
A cost effective overfill alarm system for above ground storage tanks.

Battery powered, intrinsically safe, and easy to install, the TANK ALARM uses a pressure sensing device to sound a 95 decibel audio alarm at 90% fluid level.

The sensing head fits a standard 2 inch threaded opening and is field adjustable for all size tanks.

The TANK ALARM uses no moving parts except for a single toggle switch for ON - OFF - TEST. The system is internally powered with two 9 volt batteries, thus eliminating the need for any external power requirements and making the system intrinsically safe.

OVERFILL ALARM INSTALLATION



SPECIFICATIONS:

TEMPERATURE RANGE: -40 TO 70C

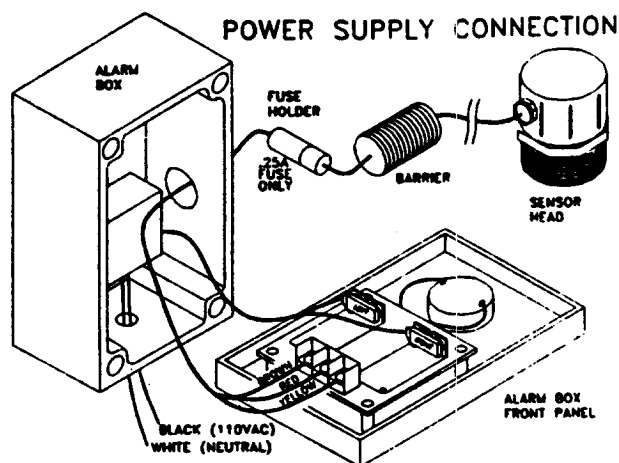
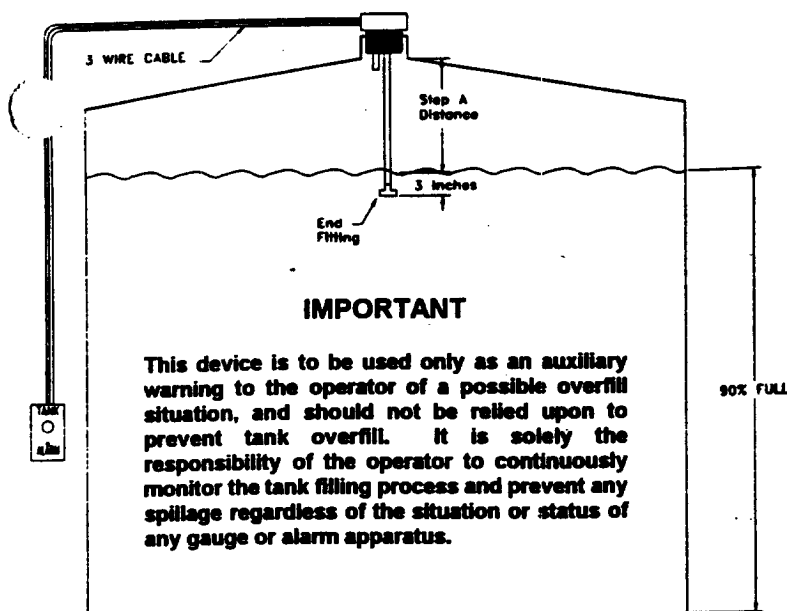
SIZE: 7" X 4.25" X 3.5"

POWER REQUIREMENTS: No external power required. Internal battery power 18VDC.

IMPORTANT: This device is to be used only as an auxiliary warning to the operator of a possible overfill situation and should not be relied upon to prevent tank overfill. It is solely the responsibility of the operator to continuously monitor the tank filling process and prevent any spillage, regardless of the situation or status of any gauge or alarm apparatus.

SEE SECTION 3 OF PRODUCT PRICE LIST FOR PRICING INFORMATION

TANK ALARM



SENSOR HEAD INSTALLATION

- Determine the distance from the bottom of the sensor head (when installed) to the overfill level. Be sure to account for any adapter fitting used. See diagram at top left.
- Add 3 inches to the distance found in step A and cut the tubing to this length (measured from the bottom of the sensor head). Add 1 inch for operation below -20°C (-6°F).
- Insert the weighted fitting into the end of the sensing tube. **DO NOT** plug the end of the short tube.
- Insert the sensor head and tubing into the tank and secure. Hand tight is usually tight enough. The sensor head need not be sealed except to keep rainwater out of the tank.

ALARM BOX INSTALLATION

- Separate the lid from the box and mount the box to the chosen fixture. If you are using the optional power supply, the alarm box must be mounted outside the Class 1 Division 1 area. While the Alarm Box and the Sensor Head are intrinsically safe, **THE POWER SUPPLY IS NOT.**
- Run the appropriate wiring from the box location to the sensor head using fuel resistant wire. Conduit is optional but is recommended for protection of the wiring.
- Connect the Yellow, Red, and Brown wires from the sensor head to the alarm box as shown above. Because this wiring is intrinsically safe, it may not share any junction box, conduit, raceway, etc. with any other circuit(s). If you are using the optional power supply, connect the Black wire to 110 VAC HOT and the White wire to Neutral.
- Replace the lid onto the box and move the switch to the 'TEST' position to check that the alarm is operational.
- The installer should be present at the next filling to verify proper operation of the overfill alarm.

OPERATION

The system consists of the alarm box and the sensor head. Once installed and turned on, you may begin filling the tank. The rising fluid increases the air pressure in the sensing tube and triggers the alarm when the fluid level is 3 inches above the bottom end of the sensing tube.

INCLUDED

- Alarm Box w/ Batteries
- Sensor Head
- Sensing Tube
- Tube Weight

NOT INCLUDED

- 3 wires or a single 3 conductor cable to connect the Alarm Box to the Sensor Head
- Screws and/or clamps to secure the Alarm Box to a pole, wall, stairway, etc.
- Conduit (optional) - used for protection of wiring only

OPTIONAL EQUIPMENT

- 110VAC Power Supply

ORDERING INFORMATION

ITEM	PART NUMBER
TANK ALARM SYSTEM	1000100
OPTIONAL POWER SUPPLY	1000101

OPERATING INSTRUCTIONS

- Move the control switch to 'TEST' to verify operation of the unit and check its' batteries. Then move the switch to the 'ON' position.
- Connect the tanker truck and begin pumping. When the tank level reaches 90%, the alarm will sound signaling the operator to STOP fueling.
- Be certain to turn the Tank Alarm 'OFF' after each filling to prolong the life of the batteries.

IMPORTANT: All appropriate wiring practices as outlined by the National Electrical Code and state and local codes should be followed.



WESTERN ELECTRONICS
2626 SKYWAY DR.
GRAND PRAIRIE, TX U.S.A. 75052
FAX: (214) 880-5793
WATS: 800-654-5002

PE10-01177



Setting the Standard for the AST Market

UPFLOW VENT

UPFLOW VENT - Features an upward flow design which rapidly disperses vapors. A grooved drain lip in the cap extends beyond the base for efficient water drain-off. Includes two set screws for easy installation.

Model #	Size	Weight (lbs.)	Height	Width
45-20	2"	1.1	4 1/4"	4"

- Assures even pressure in the AST during filling or pumping
- All metal construction
- Flame-retardant 40 mesh bronze screen
- Conforms with NFPA-30

PRESSURE VACUUM VENT

PRESSURE VACUUM VENT - Utilized for vapor recovery applications. An internal pressure valve, available in 8, 12, or 16 oz. settings, restricts vapor escape during product drops. All pressure valves have a 1/2 oz. vacuum setting. The 46 has a 2" pipe thread; the 46S has two set screws.

Model #	Size	Weight (lbs.)	Height	Width	Pressure
46-2080	2"	2.0	5 1/4"	4 1/4"	8 oz.
46S-2080	2"	2.0	5 1/4"	4 1/4"	8 oz.

- Assures even pressure in the AST during filling or pumping
- All metal construction
- Flame-retardant 40 mesh bronze screen
- Conforms with NFPA-30

BLOW OFF VENT

BLOW OFF VENT - Provides venting to relieve excessive internal pressure build up in the event of a fire or during filling above ground storage tanks. The emergency vent will open at approximately 1 PSI. The mushroom design prevents water and contaminants from entering the tank.

Model #	Size	Weight (lbs.)	Height	Width
48-60	6"	30.0	6"	10"

- Contains female threads
- Mounts onto the tank
- Non-corrosive polymeric coating
- Flame-retardant 40 mesh brass screen
- Conforms with NFPA-30A



48

BARRISFORD EQUIPMENT LTD.

15 Fisher Avenue, Nanuet, New York 10954
(914) 624-8310, Fax (914) 624-7320

******* Facsimile Transmission *******

Date : 1/31/97

Pages : ~~2~~ 4

To : Sue Bayet

Fax Phone : 908-225-4577

From : Gregg T. Chappell

Subject : Please find attached copies of the warranties for the products as per your request. If you need additional information, please contact our office.

THANK YOU.



2175 Beachgrove Place • Utica, New York 13501 • 315 703-3000 • Fax 315-703-4370

TO: To Whom It May Concern
FROM: Marty Regan
RE: Horizontal Aboveground Tank Warranty

All tanks are tested to the UL standard at the factory. Because the final installation is carried out by someone else, usually a plumber or heating contractor, Mohawk Metal Products cannot assume any responsibility for alleged defects. The NFPA Installation Pamphlet 31 states that the tank and its piping should be retested on site during installation by the installer.

Warranty

Mohawk Metal Products' one year warranty applies to any defects in material or workmanship. Repair or replacement is our option. This limited warranty excludes damages from misuse or improper installation and we disclaim all liability for incidental damages, including but not limited to pollution. This constitutes the entire agreement of the parties.

MR/bl

D*5568



WARRANTY

We warrant that our tank gauges, if installed according to instructions will be free from defects in material and workmanship for a period of one (1) year following the date of original shipment by us.

Our liability under this warranty shall be limited to, at our option, (i) repair of the defective tank gauge, (ii) replacement of the original tank gauge with new, or (iii) refund of the original purchase price; and, we shall not be liable for any labor, other installation costs, indirect or consequential damages, or other damages in connection with such gauge.

This constitutes our obligation and none other stated for any purpose except the above shall apply.

PNEUMERCATOR COMPANY

120 Finn Court, Farmingdale, New York 11735

• TEL.: (516) 293-8450

• FAX: (516) 293-8533

LIMITED WARRANTY

WESTERN ELECTRONICS guarantees all new parts and equipment sold by WESTERN ELECTRONICS for a period of 2 years from date shipped to the original user by WESTERN ELECTRONICS or an authorized distributor. WESTERN ELECTRONICS will replace parts proved defective in material or workmanship during the 2 year warranty period, provided the parts are returned to the factory at Grand Prairie, Texas, transportation charges prepaid. The replacement parts will be shipped to the authorized distributor or original user with no charge except for transportation.

This warranty is specifically limited to parts and equipment which have been installed and used in accordance with WESTERN ELECTRONICS instructions. This warranty is void for equipment which has not been installed according to WESTERN ELECTRONICS instructions and diagrams. This warranty is void if any unauthorized alterations or additions have been made to the equipment, or if it has been subjected to damage caused by accident, abuse, misapplication, or improper operation.

This warranty does not cover any indirect or consequential damage or loss of product or business. WESTERN ELECTRONICS assumes no other liabilities in connection with this equipment. WESTERN ELECTRONICS assumes no responsibility for any action or representation made by distributors or anyone else, other than the above expressed conditions."

You may have additional rights which vary from state to state.

IMPORTANT NOTICE

It is solely responsibility of THE OPERATOR to continuously monitor the TANK FILLING PROCESS and prevent any spillage regardless of the situation or status of any gauge or alarm apparatus.

FUEL OIL FILLING PROCEDURE

- 1. Check the Tank's liquid level gauge located on the wall next to the fill port.**
- 2. Test the Tank's HIGH-LEVEL ALARM by switching to test position and back (you should hear the alarm)*. The alarm is located behind the Tank on the east wall.**
- 3. Turn on the Tank's alarm.**
- 4. Start Filling the Tank, Make sure the connections are tight and there are no leaks.**
- 5. Look at the level gauge while filling the Tank to ensure proper operation of the gauge and the liquid level at the Tank.**
- 6. Stop the pump when you have reached 900 gallons on the level gauge, or when the alarm sounds. THE TANK SHOULD NOT BE FILLED OVER 900 GALLONS ON THE LEVEL GAUGE.**
- 7. Detach the hose and put the alarm in the "off" position.**

***Change the batteries if the alarm does not sound (two 9-Volt batteries).**