



Long Island Rail Road

Final Engineering Report

Nassau Boulevard Substation: Site No. V00399-1

October 2010



DVIRKA AND BARTILUCCI
CONSULTING ENGINEERS
A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.

**METROPOLITAN TRANSPORTATION AUTHORITY
LONG ISLAND RAIL ROAD**

**NASSAU BOULEVARD SUBSTATION
(NYSDEC VCA NO. V00399-1)**

FINAL ENGINEERING REPORT

Prepared for:

**METROPOLITAN TRANSPORTATION AUTHORITY
LONG ISLAND RAIL ROAD**

Prepared by:

**DVIRKA AND BARTILUCCI CONSULTING ENGINEERS
WOODBURY, NEW YORK**

OCTOBER 2010



October 19, 2010

Nathan Putnam, Project Manager
New York State Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau A
625 Broadway, 11th Floor
Albany, NY 12233-7015

Re: LIRR Nassau Boulevard (NYSDEC VCA No. V00399-1)
Final Engineering Report

Dear Mr. Putnam:

Enclosed please find two hard copies and one electronic copy of the final report entitled:

*"Nassau Boulevard Substation
Final Engineering Report
(NYSDEC VCA No. V00399-1)"*

Please do not hesitate to contact me at (718) 558-3620 if you have any questions or comments.

Very truly yours,

Andrew Wilson, P.E.
Project Manager

AW/TPF/jmy

cc: Case Attorney (NYSDEC)
G. Bobersky (NYSDEC)
K. Kulow (NYSDOH)
C. Hillenbrand (USEPA)
C. Pareja (NCDOH)
C. Channer (MTA)
G. Russo (LIRR)
T. Fox (D&B)

♦2801\MISC09LTR.DOC-07(R04)

CERTIFICATIONS

I, Brian Veith, am currently a registered professional engineer licensed by the State of New York. I certify that the New York State Department of Environmental Conservation (NYSDEC)-approved Remedial Action Work Plan (RAWP) for the Long Island Rail Road (LIRR) Nassau Boulevard Substation (the Site) was implemented, and that all construction activities were completed in substantial conformance with the NYSDEC-approved RAWP and were personally witnessed by representatives of Dvirka and Bartilucci Consulting Engineers (D&B).

I certify that the data submitted to the NYSDEC with this Final Engineering Report demonstrates that the remediation requirements set forth in the RAWP have been achieved in accordance with the time frames established for the remedy.

I certify that all use restrictions, Institutional Controls, Engineering Controls, and/or any operation and maintenance requirements applicable to the Site are contained in an environmental easement, created and recorded pursuant ECL 71-3605, which is included in the Site Management Plan, appended to this Final Engineering Report. In addition, all affected local governments, as defined in ECL 71-3603, have been notified that such easement has been recorded.

I certify that the Site Management Plan has been submitted for the continual and proper operation, maintenance, and monitoring of all Engineering Controls employed at the Site, and that such plan is appended to this Final Engineering Report for approval by the NYSDEC.

I certify that all information and statements in this certification form are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law. I, Brian Veith, of D&B, am certifying as Owner's Designated Site Representative for the Site.

071687
NYS Professional Engineer #

10/20/2010
Date

Brian Veith
Signature



**LONG ISLAND RAIL ROAD
NASSAU BOULEVARD SUBSTATION
FINAL ENGINEERING REPORT**

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.0	INTRODUCTION.....	1-1
1.1	Background.....	1-1
1.2	Site Description.....	1-2
2.0	COMPLETED REMEDIAL ACTIVITIES	2-1
2.1	Soil Excavation	2-1
2.2	Backfilling.....	2-5
2.3	Waste Characterization Sampling.....	2-5
2.4	Data Usability Summary Report (DUSR).....	2-5
2.5	Soil Disposal	2-7
3.0	CONCLUSIONS	3-1

List of Appendices

Photographic Documentation.....	A
Endpoint Sample Results	B
Clean Fill Certification	C
Waste Characterization Sample Results	D
Data Validator Résumé	E
Waste Manifests.....	F
Waste Disposal Documentation.....	G
Site Management Plan	H
LIRR's Mercury Testing in Air – Nassau Boulevard Substation	I

TABLE OF CONTENTS (continued)

List of Figures

1-1 Site Location Map - Nassau Boulevard Substation1-3

1-2 Site Plan – Nassau Boulevard Substation1-4

2-1 Excavation Limits/Endpoint and Sidewall
Sample Location Map2-3

1.0 INTRODUCTION

This report provides background information and details the activities undertaken in order to complete the remedial excavation activities conducted at the Long Island Rail Road (LIRR) Nassau Boulevard Substation.

1.1 Background

The LIRR has entered into a Voluntary Cleanup Agreement (VCA) with the New York State Department of Environmental Conservation (NYSDEC) in order to investigate and remediate potential mercury contamination associated with the operation and subsequent decommissioning and removal of mercury-containing rectifiers at the Nassau Boulevard Substation.

Based on the results of an Initial Site Assessment conducted in 1999, a Delineation Phase II Site Assessment of the Nassau Boulevard Substation was completed between September 2005 and March 2007, in which areas of mercury contamination were identified and delineated. Based on the results of sampling conducted as part of the Delineation Phase II Site Assessment, and in order to remediate the highest concentrations of mercury identified at the Nassau Boulevard Substation, recommendations for remedial excavations were developed and outlined in the NYSDEC-approved Remedial Action Work Plan (RAWP), dated January 2008.

Soil containing mercury concentrations above NYSDEC recommended cleanup objectives was identified at the Nassau Boulevard Substation throughout the Delineation Phase II Site Assessment. Note that soil samples collected during the Delineation Phase II Site Assessment were initially compared to the Technical and Administrative Guidance Memorandum (TAGM) 4046 Soil Cleanup Objectives (SCOs); however, as of December 2006, the NYSDEC has mandated new cleanup objectives and, as such, all soil samples collected at the Nassau Boulevard Substation prior to or during the remediation phase have been re-evaluated and/or compared to the 6 NYCRR Subpart 375 Soil Cleanup Objectives (SCOs) for Industrial sites, unless otherwise noted.

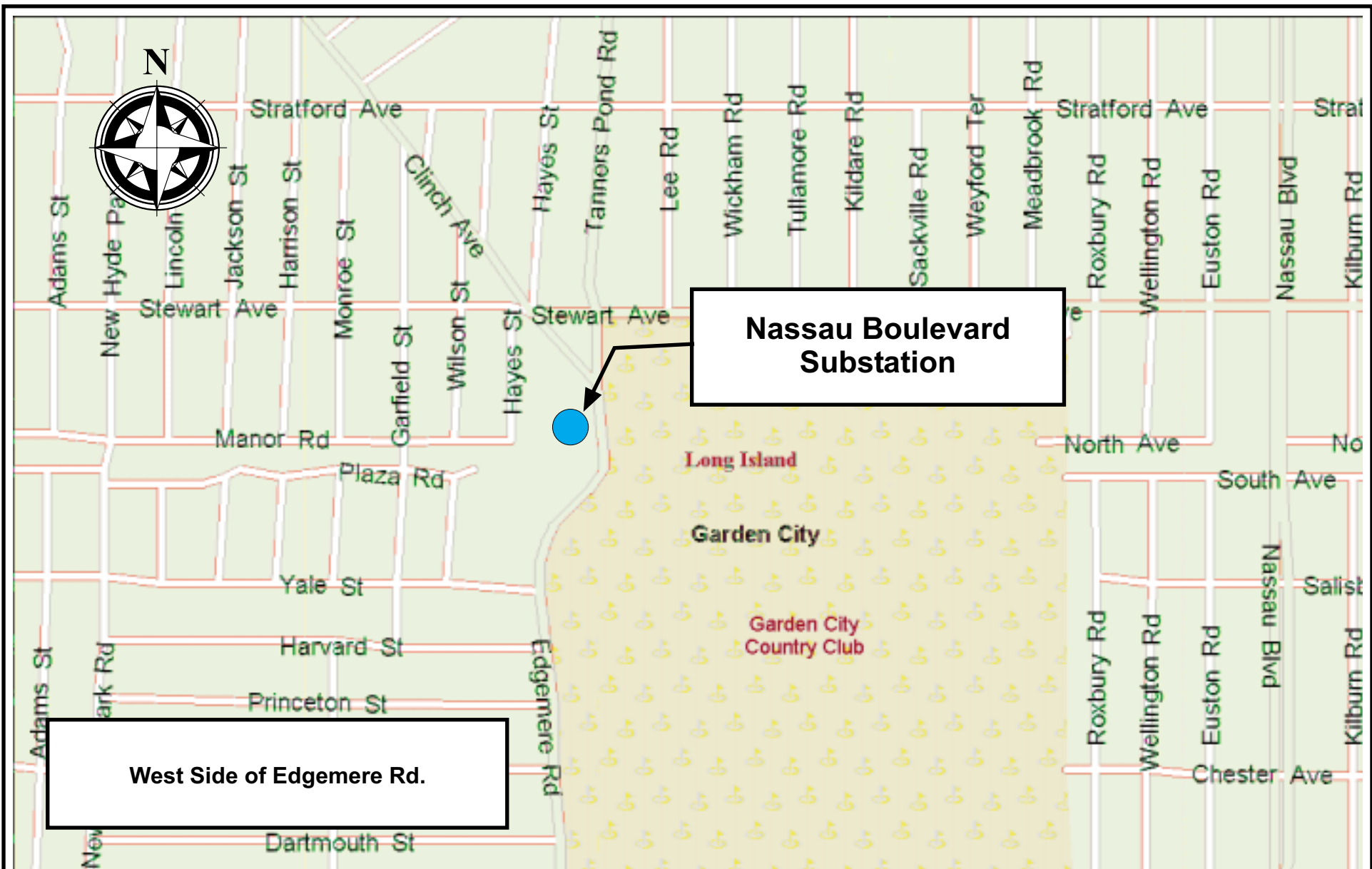
1.2 Site Description

The Nassau Boulevard Substation site is located in Garden City, Nassau County, New York (see Figure 1-1). The Nassau Boulevard Substation building has been decommissioned and demolished, and the supporting structures were decommissioned. Prior to decommissioning, the substation complex consisted of an approximately 625-square foot one-story brick building, as depicted on Figure 1-2. An approximate 2,100 square foot transformer yard was located adjacent to the substation to the west and was enclosed by a chain link fence. The former substation complex was utilized to convert alternating current to direct current for the LIRR-Hempstead line. An active rail track bounds the substation property to the north, Edgemere Road bounds the substation property to the east and a community park bounds the substation property to the west and south. Note that the substation property is fully fenced and locked on all sides and the community park property located to the west of the substation property is elevated approximately 10 feet and separated from the substation by a retaining wall and 8 feet of fencing.

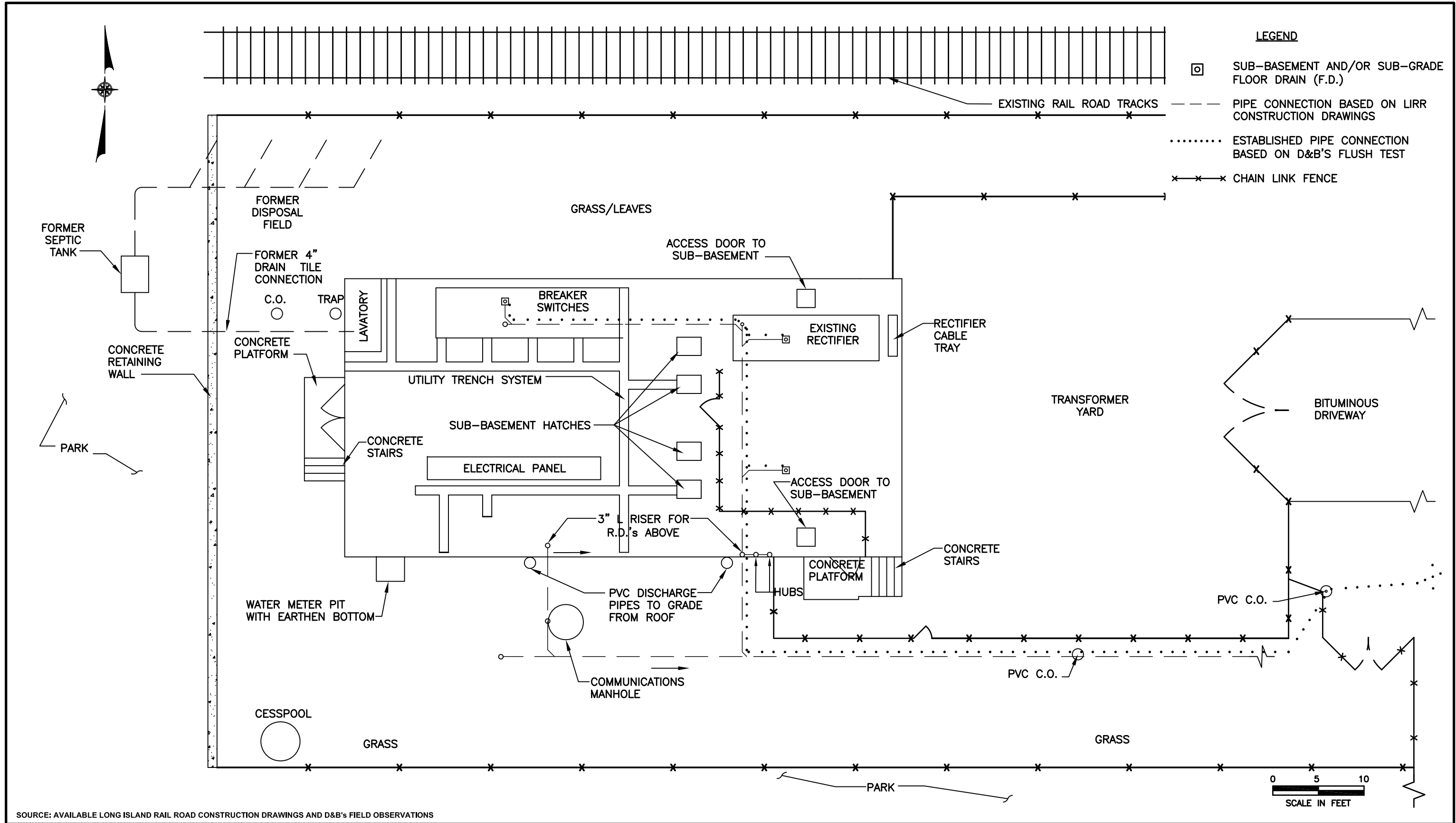
The Nassau Boulevard Substation was equipped with sanitary services and water services, along with a utility trench system. At the time of the Delineation Phase II Site Assessment and site remediation, the substation interior consisted of one solid-state rectifier located over a pit that, in the past, once serviced a mercury-containing rectifier. The rectifier pit led to a basement that extended throughout the majority of the substation.

The Initial Site Assessment identified a water meter pit, with an earthen bottom covered by a metal plate, located along the southern wall of the former substation. Two PVC pipes were also observed to discharge from the roof along the southern exterior wall of the substation. During the site investigation, a trap and cleanout were observed along the west side of the substation.

Based on the results of the Phase II Site Assessment, the depth to groundwater at this site is approximately 40 feet below grade.



KRB/2229 (LIRR)/sitemaps.cdr(03/29/04)



SOURCE: AVAILABLE LONG ISLAND RAIL ROAD CONSTRUCTION DRAWINGS AND D&B's FIELD OBSERVATIONS

LONG ISLAND RAIL ROAD FINAL ENGINEERING REPORT

SITE PLAN **NASSAU BLVD. SUBSTATION (V00399-1)**

FIGURE 1-2

2.0 COMPLETED REMEDIAL ACTIVITIES

Remedial excavation activities conducted at the Nassau Boulevard Substation were initiated and completed in July 2008. All remedial activities were conducted prior to the demolition of the substation building and decommissioning of the substation complex.

The LIRR retained Clean Venture Incorporated (CVI) to perform the remediation of the Nassau Boulevard Substation in accordance with the NYSDEC-approved RAWP, dated January 2008. CVI was responsible for conducting all substation property excavation activities, collecting waste characterization, endpoint and sidewall samples, loading and transporting excavated material for off-site disposal and backfilling the excavated areas. Excavations were accomplished with the use of track excavators and backhoes. All remedial excavation activities were completed in accordance with the Construction Health and Safety Plan (CHASP) as detailed in Section 5.0 of the RAWP. Full-time air monitoring was performed in accordance with the CHASP and the Community Air Monitoring Plan (CAMP), as detailed in Appendix A of the RAWP. Note that this included full-time air monitoring upwind of the community park property at the south of the substation property. In addition, CVI monitored the breathing zone utilizing a Photoionization Detector (PID) and a Jerome Mercury Vapor Analyzer (MVA) in the vicinity of each excavation. CVI provided and maintained suitable safeguards (i.e., chain link fence and snow fencing) surrounding the substation property until the excavations were safely restored. In addition, silt fencing was installed on the fencing abutting the community park. Photographs of the remedial activities are provided in Appendix A.

The LIRR retained Dvirka and Bartilucci Consulting Engineers (D&B) to provide oversight during all excavation field activities. The following is a summary of the remediation of soil at the Nassau Boulevard Substation.

2.1 Soil Excavation

Excavation areas are referred to as Area 1 through Area 4. In addition, and as part of the site redevelopment, the cesspool located off the southwest corner of the substation was closed in

accordance with all Nassau County Department of Health (NCDOH) regulations. The approximate areas of soil excavated as part of the completed site remediation, and endpoint sample locations are depicted on Figure 2-1.

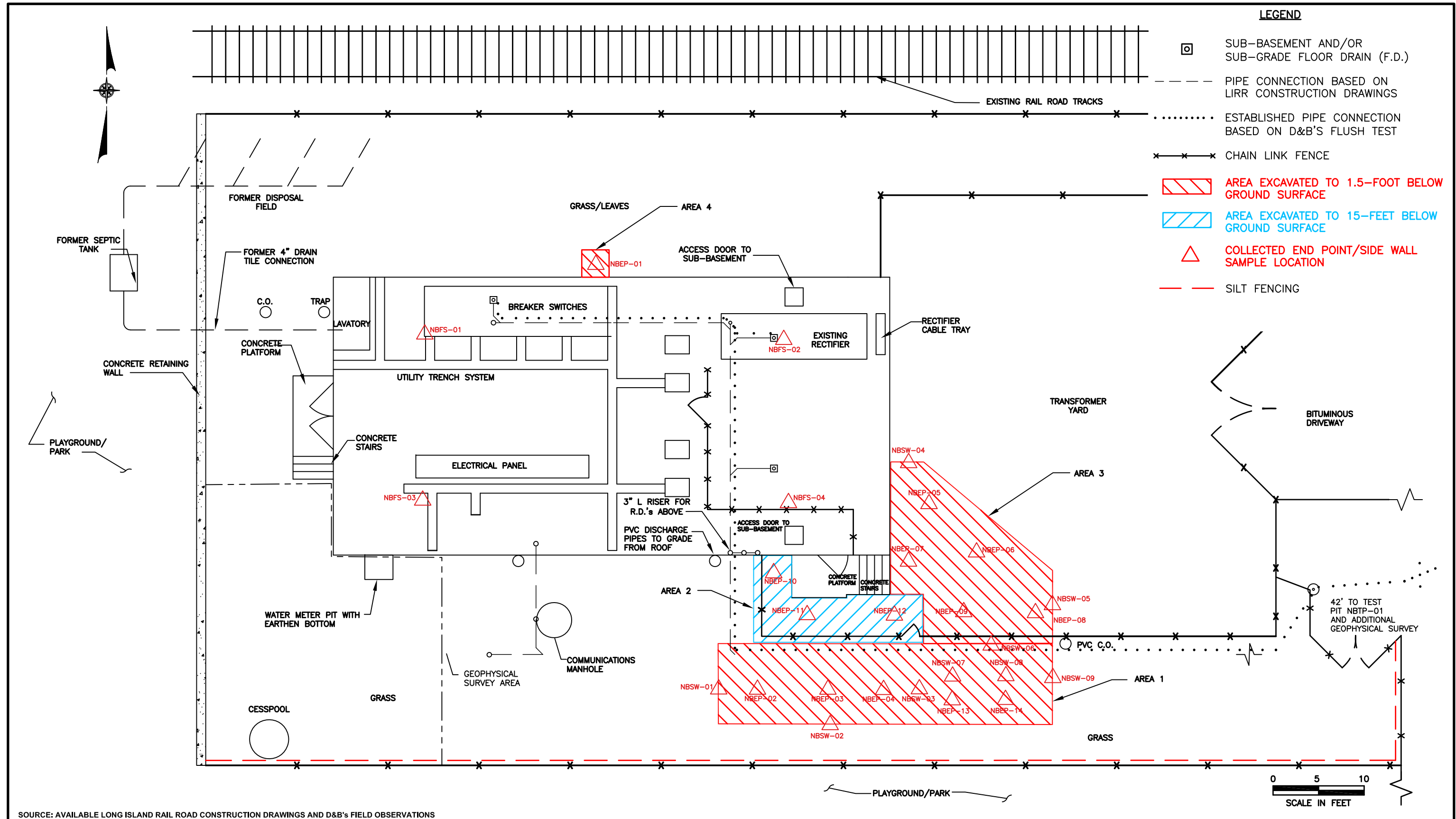
All endpoint and sidewall samples were collected in accordance with the January 2008 RAWP. Endpoint and sidewall sample results were compared to the Part 375 Industrial Soil Cleanup Objectives (SCOs). Endpoint and sidewall sample results are provided in Appendix B. The following is a summary of the excavation activities organized by excavation area, including activities which were modified from the original scope of work presented in the RAWP. As discussed below, the proposed excavation at Area 1 was expanded due to several sidewall soil samples exhibiting mercury in exceedance of its Industrial SCO of 5.7 mg/kg. Note that all excavations were left open and were not backfilled, unless otherwise noted, as the new substation building construction was scheduled to immediately follow the substation remediation.

Area 1

In accordance with the NYSDEC-approved RAWP, an excavation extending approximately 324 square feet and to a depth of approximately 1 foot, 6 inches below grade was completed in this area. This completed excavation required the removal of approximately 18 cubic yards of soil. Upon completion of the excavation, five endpoint (NBEP-02 through NBEP-04, NBEP-13 and NBEP-14) and six sidewall samples (NBSW-01 through NBSW-03 and NBSW-07 through NBSW-09) were collected for mercury analysis. Note that this excavation was extended approximately 14 feet to the east due to sidewall samples NBSW-03 and NBSW-08, exceeding the Industrial SCO for mercury of 5.7 mg/kg. All final endpoint and sidewall samples exhibited mercury concentrations below its SCO of 5.7 mg/kg.

Area 2

In accordance with the NYSDEC-approved RAWP, an excavation extending approximately 112 square feet, to a depth of approximately 15 feet was completed in this area.



Note that sheeting and shoring was utilized to facilitate the safe removal of soil at this excavation. This completed excavation required the removal of approximately 62 cubic yards of soil. Upon completion of the excavation, three endpoint samples (NBEP-10 through NBEP-12) were collected for mercury analysis and Area 2 was backfilled with clean fill. All final endpoint samples exhibited mercury at concentrations below its SCO of 5.7 mg/kg. Note that Area 2 was backfilled to approximately 1.5 feet below grade in order to be completed to the same depth as Area 1.

Area 3

In accordance with the NYSDEC-approved RAWP, an excavation extending approximately 250 square feet, to a depth of approximately 1 foot, 6 inches below grade, was completed in this area. This completed excavation required the removal of approximately 14 cubic yards of soil. Upon completion of the excavation, five endpoint (NBEP-05 through NBEP-09) and two sidewall (NBSW-04 and NBSW-05) samples were collected for mercury analysis. All endpoint and sidewall samples exhibited mercury concentrations below its SCO of 5.7 mg/kg.

Area 4

In accordance with the NYSDEC-approved RAWP, an excavation extending approximately 9 square feet, to a depth of approximately 1 foot, 6 inches below grade, was completed in this area. This completed excavation required the removal of approximately 0.5 cubic yards of soil. Upon completion of the excavation, one endpoint sample (NBEP-01) was collected for mercury analysis. The endpoint sample exhibited mercury concentrations below its SCO of 5.7 mg/kg.

Cesspool

In accordance with the NYSDEC-approved RAWP, the cesspool located off the southwest corner of the substation building was closed. Note that this closure was performed as

part of the overall site redevelopment and was not conducted due to elevated contaminant concentrations. As part of this closure, the cesspool was uncovered and the discharge piping extending from the substation laboratory was capped with concrete. The cesspool was then backfilled with approximately 9 cubic yards of clean fill and the cesspool cover was then reinstalled. Note that, as samples collected from the cesspool during the Delineation Phase II Site Assessment did not exhibit exceedances of the TAGM SCOs, endpoint samples were not collected from this structure as part of the closure.

2.2 Backfilling

As stated in Section 2.0, the demolition of the substation building, abatement of the substation complex and construction of the new substation building were scheduled to immediately follow the site remediation and, as such, backfilling of the excavated areas was not conducted. However, as detailed above, due to the depth of the completed excavation, Area 2 was partially backfilled and the cesspool was completely backfilled. The backfill utilized in Area 2 and the cesspool was general fill which originated from 110 Clean Sand located in Melville, New York. Certificates of clean fill are included in Appendix C of this document.

2.3 Waste Characterization Sampling

Composite waste characterization soil samples were collected by CVI from the stockpiles of excavated soil removed as part of the remediation of the Nassau Boulevard Substation. As per the waste disposal facilities testing requirements, waste characterization analysis included total analysis for VOCs, SVOCs, metals, pesticides, PCBs and TPHs. Waste characterization analytical results are provided in Appendix D.

2.4 Data Usability Summary Report (DUSR)

Endpoint subsurface and waste characterization soil samples were collected as part of the remediation of the LIRR Nassau Boulevard Substation, completed between July and August 2008. The soil samples were analyzed for mercury. Waste characterization samples were

analyzed for TCLP metals (including mercury), TCLP SVOCs, TCLP VOCs, metals and TCLP pesticides/herbicides.

Endpoint and waste characterization soil samples were collected by CVI for analysis by Test America Laboratories, Inc. (TAL), Edison, New Jersey and Shelton, Connecticut, and Environmental Testing Laboratories, Inc. (ETL) of Farmingdale, New York. All soil samples were analyzed in accordance with the USEPA SW-846 methods as stipulated in the work plan. The data packages submitted by TAL and ETL have been reviewed by Ms. Donna M. Brown, D&B's Quality Assurance/Quality Control Officer. A copy of D&B's data validator resume is provided in Appendix E.

The data packages have been reviewed for completeness and compliance with NYSDEC QA/QC requirements, as well as the requirements for development of Data Usability Summary Reports as listed in Appendix 2B of the Draft DER-10 Technical Guidance for Site Investigations and Remediation dated December 2002. Each data package was reviewed for the following:

- Was a NYSDEC Category B deliverable data package submitted?
- Have all holding times been met?
- Does all QA/QC data fall within QA/QC limits and specifications?
- Were appropriate methods followed?
- Does the raw data conform to that reported on the data summary sheets?
- Have the correct data qualifiers been utilized?

NYSDEC ASP Category B deliverable data packages have been submitted for all sample delivery groups (SDG) 220-5881 and Y761. The findings of the data review process are summarized below.

All samples were analyzed within the method-specified holding times. Initial and continuing calibrations were analyzed at the method specified frequency. The QA/QC data were within QC limits and mercury was not detected in any blanks.

All results have been deemed valid and usable, as qualified above, for environmental purposes.

2.5 Soil Disposal

In total, approximately 365 tons of soil were removed from the Nassau Boulevard Substation property for proper off-site disposal by CVI. All soil was properly transported by CVI to Pure Soil Technologies, Inc. of Jackson, New Jersey. Waste manifests are provided in Appendix F. Waste disposal documentation is provided in Appendix G.

3.0 CONCLUSIONS

The remedial activities described in this report were undertaken and completed in accordance with the NYSDEC-approved Remedial Action Work Plan (RAWP) dated January 2008. Based on the final endpoint and sidewall samples exhibiting concentrations of mercury below its SCO of 5.7 mg/kg, further remediation activities are not recommended at the Nassau Boulevard Substation.

In addition, and in accordance with the NYSDEC-approved RAWP, one UIC structure, a cesspool, was closed as part of the completed remedial activities at the Nassau Boulevard Substation site. Additional details regarding the closure of the cesspool will be provided in a separate UIC Closure Report for the Nassau Boulevard Substation.

Approximately 365 tons of soil were excavated and transported off-site by CVI from the Nassau Boulevard Substation. This soil was accepted and properly disposed of by Pure Soil Technologies located in Jackson, New Jersey.

Note that further soil excavation at the Nassau Boulevard Substation is not planned or expected following the construction of the new substation building and associated equipment. However, a Site Management Plan (SMP) has been developed for the Nassau Boulevard Substation site in order to manage any potential future excavation activities that may be required to maintain site operations. The SMP is provided in Appendix H of this document. As part of adherence to the procedures outlined in the SMP, the LIRR will annually inspect the Nassau Boulevard Substation site in order to ensure compliance.

In addition, in order to further protect the community and LIRR employees, the LIRR has elected to file a Declaration of Covenant and Restrictions for the Nassau Boulevard property. The Declaration of Covenant and Restrictions is provided in the SMP, appended to this document.

Note that a new substation building has been constructed in the footprint of the former substation building. Therefore, in order to document mercury concentrations in soil to be disturbed as part of the construction of the new substation building, four soil samples (NBFS-01 through NBFS-04) were collected from beneath the former substation building subsequent to its demolition. These endpoint samples were collected in locations biased towards the locations of the former rectifier pits. Mercury concentrations in the four endpoint soil samples collected from beneath the former substation building ranged in concentration from non-detect to a maximum of 0.14 mg/kg, well below the Industrial and Residential SCOs of 5.7 mg/kg and 0.81 mg/kg, respectively.

Based on the completed soil remediation, endpoint sample results and current site use and operations, intrusion of mercury vapor is not considered a potential exposure pathway. However, in order to comply with the October 2006 New York State Department of Health (NYSDOH) Soil Vapor Intrusion Guidance (SVIG), a soil vapor intrusion evaluation was performed on October 22, 2009 in and around the new substation building in order to determine whether any mitigation measures will be necessary to eliminate potential vapors.

The mercury vapor evaluation consisted of a 19-point mercury vapor survey, with 12 vapor sample locations surrounding the exterior of the new substation building and seven vapor sample locations collected from within the new substation building basement. All vapor samples were collected with a Jerome 431X mercury vapor analyzer (MVA) and compared to the Public Employee Safety and Health (PESH) 8-hour time weighted average (TWA) concentration of 0.050 mg/m³. Mercury vapor was not detected in any mercury vapor sample. A copy of the LIRR's Mercury Testing in Air – Nassau Boulevard Substation document is provided in Appendix I.

Due to the non-detect mercury vapor concentrations observed during the LIRR's October 27, 2009 soil vapor intrusion evaluation, further soil vapor evaluations and follow-up actions are not warranted at the Nassau Boulevard Substation.

APPENDIX A

PHOTOGRAPHIC DOCUMENTATION



Southeast corner of the substation building, prior to remediation.



Transformer yard area, prior to remediation.



Southeast corner, during transformer yard fence removal.



Completed Areas 1 and 3, prior to the excavation of Area 2.



Demolition of the concrete platform and steps on the southeast corner of the substation building.



Installation of the sheeting at Area 2.

APPENDIX B

ENDPOINT SAMPLE RESULTS

TABLE 1
LONG ISLAND RAILROAD
NASSAU BOULEVARD SUBSTATION
ENDPOINT AND SIDEWALL SOIL SAMPLING RESULTS
MERCURY

Sample ID	NBEP-01 (1.5 ft bgs)	NBEP-02 (1.5 ft bgs)	NBEP-03 (1.5 ft bgs)	NBEP-04 (1.5 ft bgs)	NBEP-05 (2.5 ft bgs)	NBEP-06 (2.5 ft bgs)	NBEP-07 (2.5 ft bgs)	NBEP-08 (2.5 ft bgs)	NBEP-09 (2.5 ft bgs)	NBEP-10 (15 ft bgs)	NYSDEC 6 NYCRR Part 375 Industrial Use Soil Cleanup Objectives (SCOs)
Sampling Date	7/10/2008	7/10/2008	7/10/2008	7/10/2008	7/11/2008	7/11/2008	7/11/2008	7/11/2008	7/11/2008	7/16/2008	
Matrix	Solid	Solid	Solid	Solid	Solid	Solid	Solid	Solid	Solid	Solid	
Units	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Mercury	U	0.055 J	U	0.82	U	U	U	U	U	U	5.7

Sample ID	NBEP-11 (15 ft bgs)	NBEP-12 (15 ft bgs)	NBEP-13 (1.5 ft bgs)	NBEP-14 (1.5 ft bgs)	NBSW-01 (0-1.5 ft bgs)	NBSW-02 (0-1.5 ft bgs)	NBSW-03 (0-1.5 ft bgs)	NBSW-04 (0-2.5 ft bgs)	NBSW-05 (0-2.5 ft bgs)	NBSW-06 (0-2.5 ft bgs)	NYSDEC 6 NYCRR Part 375 Industrial Use Soil Cleanup Objectives (SCOs)
Sampling Date	7/16/2008	7/16/2008	7/10/2008	7/10/2008	7/10/2008	7/10/2008	7/10/2008	7/11/2008	7/11/2008	7/11/2008	
Matrix	Solid	Solid	Solid	Solid	Solid	Solid	Solid	Solid	Solid	Solid	
Units	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Mercury	0.14	0.29	0.17	0.07	0.097	0.098	28.0	U	U	0.21	5.7

Sample ID	NBSW-07 (0-1.5 ft bgs)	NBSW-08 (0-1.5 ft bgs)	NBSW-09 (0-2.5 ft bgs)	NBFS-01	NBFS-02	NBFS-03	NBFS-04				NYSDEC 6 NYCRR Part 375 Industrial Use Soil Cleanup Objectives (SCOs)
Sampling Date	7/22/2008	7/22/2008	7/24/2008	8/27/2008	8/27/2008	8/27/2008	8/27/2008				
Matrix	Solid	Solid	Solid	Solid	Solid	Solid	Solid				
Units	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg				mg/kg
Mercury	0.0083	7.74	0.01	0.14	0.01	U	0.12				5.7

Notes:

U: The compound was not detected

J: Estimated value

J: The compound was detected below the contract required detection limit

bgs: Below ground surface

Notes:

: Value exceeds Industrial Use Soil Cleanup Objectives

APPENDIX C

CLEAN FILL CERTIFICATION



110 Sand Company

170 Cabot Street
West Babylon, New York 11704
631-249-4108 Fax 631-249-4126

PIT LOCATION: BETHPAGE/SPAGNOLI ROAD, MELVILLE, N.Y. 11747 (631) 694-2822 FAX (631) 694-2832

March 12, 2010

Clean Venture, Inc.
36 Butler St.
Elizabeth, NJ 07206

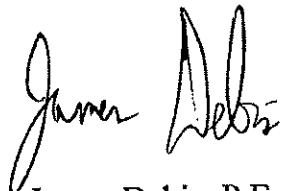
Attention: Marc Santora

To Whom It May Concern:

Kindly be advised the select fill (concrete sand) provided for Little Neck substation in Great Neck and Nassau Blvd substation in Garden City, from 110 Sand Company in Melville (invoice no. 534239), New York is naturally mined, free of contaminants and is environmentally clean.

If you need any further information regarding this material, please contact me at the above phone number.

Thank you,



James Debis, P.E.

110 SAND COMPANY

APPENDIX D

WASTE CHARACTERIZATION SAMPLE RESULTS



SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor	1	
Units	mg/kg	
VOLATILE COMPOUNDS (GC/MS)		
Chloromethane	0.0051	U
Bromomethane	0.0051	U
Vinyl Chloride	0.0051	U
Methylene Chloride	0.0022	BJ
Acetone	0.0051	U
1,1-Dichloroethene	0.002	U
1,1-Dichloroethane	0.0051	U
trans-1,2-Dichloroethene	0.0051	U
cis-1,2-Dichloroethene	0.0051	U
Chloroform	0.0051	U
1,2-Dichloroethane	0.002	U
2-Butanone	0.0051	U
1,1,1-Trichloroethane	0.0051	U
Carbon Tetrachloride	0.002	U
Bromodichloromethane	0.001	U
1,2-Dichloropropane	0.001	U
cis-1,3-Dichloropropene	0.0051	U
Trichloroethene	0.001	U
Dibromochloromethane	0.0051	U
1,1,2-Trichloroethane	0.0031	U
Benzene	0.001	U
trans-1,3-Dichloropropene	0.0051	U



SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor	1	
Units	mg/kg	
VOLATILE COMPOUNDS (GC/MS)		
Bromoform	0.0041	U
4-Methyl-2-Pentanone	0.0051	U
Tetrachloroethene	0.001	U
1,1,2,2-Tetrachloroethane	0.001	U
Toluene	0.0051	U
Chlorobenzene	0.0051	U
Ethylbenzene	0.0041	U
Styrene	0.0051	U
Xylene (Total)	0.0051	U
Acrylonitrile	0.051	U
1,1,1,2-Tetrachloroethane	0.0051	U
Total Confident Conc.	0	
Total Estimated Conc. (TICs)	NA	

NR - Not analyzed.

U - The compound was not detected at the indicated concentration.

J - Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero.
The concentration given is an approximate value.

B - The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the sample.

Generated on 7/21/2008 2:58:12 PM



SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor	1	
Units	mg/kg	
SEMIVOLATILE COMPOUNDS (GC/MS)		
Phenol	0.35	U
2-Chlorophenol	0.35	U
2-Methylphenol	0.35	U
4-Methylphenol	0.35	U
2,4-Dimethylphenol	0.35	U
2,4-Dichlorophenol	0.35	U
4-Chloro-3-methylphenol	0.35	U
2,4,6-Trichlorophenol	0.35	U
2,4,5-Trichlorophenol	0.35	U
2,4-Dinitrophenol	1	U
Pentachlorophenol	1	U
bis(2-Chloroethyl)ether	0.035	U
1,3-Dichlorobenzene	0.35	U
1,4-Dichlorobenzene	0.35	U
1,2-Dichlorobenzene	0.35	U
bis(2-chloroisopropyl)ether	0.35	U
N-Nitroso-di-n-propylamine	0.035	U
Hexachloroethane	0.035	U
Nitrobenzene	0.035	U
Isophorone	0.35	U
1,2,4-Trichlorobenzene	0.035	U
Naphthalene	0.35	U



SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor	1	
Units	mg/kg	
SEMIVOLATILE COMPOUNDS (GC/MS)		
4-Chloroaniline	0.35	U
Hexachlorobutadiene	0.069	U
Hexachlorocyclopentadiene	0.35	U
Dimethylphthalate	0.35	U
2,6-Dinitrotoluene	0.069	U
Acenaphthene	0.35	U
2,4-Dinitrotoluene	0.069	U
Diethylphthalate	0.35	U
Fluorene	0.35	U
N-Nitrosodiphenylamine	0.35	U
Hexachlorobenzene	0.035	U
Anthracene	0.35	U
Di-n-butylphthalate	0.35	U
Fluoranthene	0.35	U
Pyrene	0.35	U
Butylbenzylphthalate	0.35	U
3,3'-Dichlorobenzidine	0.69	U
Benzo(a)anthracene	0.035	U
Chrysene	0.35	U
bis(2-Ethylhexyl)phthalate	0.35	U
Di-n-octylphthalate	0.35	U
Benzo(b)fluoranthene	0.035	U

SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor	1	
Units	mg/kg	
SEMIVOLATILE COMPOUNDS (GC/MS)		
Benzo(k)fluoranthene	0.035	U
Benzo(a)pyrene	0.035	U
Indeno(1,2,3-cd)pyrene	0.035	U
Dibenz(a,h)anthracene	0.035	U
Benzyl Alcohol	0.35	U
Total Confident Conc.	0	
Total Estimated Conc. (TICs)	NA	

NR - Not analyzed.

U - The compound was not detected at the indicated concentration.

J - Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero.

The concentration given is an approximate value.

B - The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the sample.

Generated on 7/21/2008 2:58:14 PM

SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor		
Units	mg/kg	
METALS		
Antimony	1.2	U
Arsenic	5	
Barium	12.6	B
Beryllium	0.28	B
Cadmium	0.15	B
Chromium	4.7	
Copper	7.2	
Lead	10.8	
Nickel	4.3	B
Selenium	0.87	U
Silver	0.29	U
Thallium	0.98	U
Zinc	49.5	

NR - Not analyzed.

U - The compound was not detected at the indicated concentration.

B - Reported value is less than the Reporting Limit but greater than the Instrument Detection Limit.

N - The spiked sample recovery is not within control limits.

Generated on 7/21/2008 2:58:18 PM



SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor		
Units		
WET CHEMISTRY		
Chromium VI (mg/kg)	2.08	U
Total Cyanide (mg/kg)	0.5	U
Trivalent Chromium (mg/kg)	4.7	

NR - Not analyzed.

U - The compound was not detected at the indicated concentration.

0 - Non-Ignitable.

1 - Ignitable.

Generated on 7/21/2008 2:58:19 PM



SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor	1	
Units	mg/kg	
PESTICIDES/PCBs		
Aldrin	0.007	U
alpha-BHC	0.007	U
beta-BHC	0.007	U
delta-BHC	0.007	U
gamma-BHC (Lindane)	0.007	U
Chlordane	0.07	U
4,4'-DDD	0.007	U
4,4'-DDE	0.007	U
4,4'-DDT	0.007	U
Dieldrin	0.007	U
Endosulfan I	0.007	U
Endosulfan II	0.007	U
Endosulfan sulfate	0.007	U
Endrin	0.007	U
Endrin aldehyde	0.007	U
Heptachlor	0.007	U
Heptachlor epoxide	0.007	U
Toxaphene	0.07	U

NR - Not analyzed.

U - The compound was not detected at the indicated concentration.

J - Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero.



SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor	1	
Units	mg/kg	
PESTICIDES/PCBs		

The concentration given is an approximate value.

B - The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the sample.

P - For dual column analysis, the percent difference between the quantitated concentrations on the two columns is greater than 40%

* - For dual column analysis, the lowest quantitated concentration is being reported due to coeluting interference.

Generated on 7/21/2008 2:58:16 PM

SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor	1	
Units	mg/kg	
PESTICIDES/PCBs		
Aroclor-1016	0.07	U
Aroclor-1221	0.07	U
Aroclor-1232	0.07	U
Aroclor-1242	0.07	U
Aroclor-1248	0.07	U
Aroclor-1254	0.07	U
Aroclor-1260	0.1	
Aroclor-1262	0.07	U
Aroclor-1268	0.07	U

NR - Not analyzed.

U - The compound was not detected at the indicated concentration.

J - Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero.

The concentration given is an approximate value.

B - The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the sample.

P - For dual column analysis, the percent difference between the quantitated concentrations on the two columns is greater than 40%

* - For dual column analysis, the lowest quantitated concentration is being reported due to coeluting interference.

Generated on 7/21/2008 2:58:17 PM



SUMMARY OF ANALYTICAL RESULTS: X051

Sample ID	NBSP-1	
Lab Sample No.	935652	
Sampling Date	7/15/2008 0:00	
Matrix	SOLID	
Dilution Factor	1	
Units	mg/Kg	
SEMIVOLATILE COMPOUNDS (GC)		
TPH	6.9	U
Total Confident Conc.	0	
Total Estimated Conc. (TICs)	NA	

NR - Not analyzed.

U - The compound was not detected at the indicated concentration.

J - Data indicates the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero.

The concentration given is an approximate value.

B - The analyte was found in the laboratory blank as well as the sample. This indicates possible laboratory contamination of the sample.

Generated on 7/21/2008 2:58:15 PM

APPENDIX E

DATA VALIDATOR RESUME

DONNA M. BROWN

SENIOR GEOLOGIST III

EDUCATION

N.Y. Institute of Technology, Westbury, New York, M.S. (Environmental Technology) - 2000
State University of New York at Stony Brook, B.S. (Geology) - 1992

PROFESSIONAL EXPERIENCE

Ms. Brown has over 17 years of experience in project management, data validation, data management and field geology. As part of a broad spectrum of environmental remediation assignments she has worked as the site geologist at a variety of commercial and industrial sites undergoing remedial/site investigations, as well as conducted Phase I and Phase II Environmental Site Assessments in accordance with the American Society for Testing and Materials Standards, federal, state and local agencies, in addition to guidelines established by various lending institutions. Her experience with field activities include supervision of the installation of groundwater monitoring wells, temporary well points, and soil borings in support of subsurface investigations; groundwater and soil sampling for quantitative analysis; obtaining water level measurements; and utilizing portable field instruments.

Ms. Brown developed and managed the Data Validation and Data Management Group for the northeast region of a worldwide environmental consulting firm and was responsible for coordination of validation work load for over 40 projects. In addition, she was responsible for training data validators, providing cost estimates for validation work, preparation of Quality Assurance Project Plans (QAPPs) and Sampling and Analysis Plans (SAPs), validation of data in accordance with the USEPA National Functional Guidelines, USEPA Region II and III, New York State Department of Environmental Conservation (NYSDEC) ASP, New Jersey Department of Environmental Protection, and USEPA Hazardous Waste Support. Ms. Brown also managed and maintained over 20 projects in the GIS/Key database system, interfaced with the analytical laboratories to ensure the successful transfer of electronic laboratory data into the database system; and manipulation of geologic, laboratory, and hydrogeologic data within the Fox Pro, GIS/Key, MS Access, Grapher, Surfer, and AutoCAD programs.

In addition, Ms. Brown is trained in and utilized Environmental Visualization System (EVS) software. EVS software enables the user to provide three-dimensional animations to illustrate subsurface technical issues.

Ms. Brown was responsible for performing data validation of chemical data collected on and offsite at a clean fill demolition debris site and at several aerospace industrial client sites on Long Island utilizing the following protocols:

- USEPA Contract Laboratory Program National Functional Guidelines Organic and Inorganic;
- USEPA Hazardous Waste Support Branch, Validating Air Samples; and
- USEPA Region II, Volatile Organics Analysis of Ambient Air in Canisters By Method TO-15.

In addition, she updated GIS/Key database for chemistry and water level data, proved tables, graphs, and figures associated with project reports; conducted water level and water quality sampling; and prepared quarterly groundwater quality monitoring reports.

DONNA M. BROWN

She also was responsible for performing data validation of chemical data collected at automotive industry owned sites in New Jersey using New Jersey Department of Environmental Protection Quality Assurance Data Validation of Analytical Deliverables TCL-Organics and TAL-Inorganics, and USEPA Hazardous Waste Support Branch, Validating Air Samples, Volatile Organics Analysis of Ambient Air in Canisters By Method TO-15.

As a Project Manager she was responsible for client communications, coordination of field sampling, reviewed and interpreted geologic, hydrogeologic, and chemistry data, report preparation, maintained the database, and data validation for former chemical site in upstate New York.

Ms. Brown was responsible for maintaining the database which contains information from over 20 years of quarterly groundwater monitoring wells and four recovery well; performed data validation of chemical data using USEPA Contract Laboratory Program National Functional Guidelines Organic and Inorganic; proved tables, graphs, and figures associated with project reports, and updated GIS/Key database for chemistry and water level data at a chemical manufacturing site in Albuquerque, New Mexico.

Since joining D&B, Ms. Brown has supported the following activities:

- She is a Quality Assurance/Quality Control officer for the firm and reports to the Quality Assurance/Quality Control Program Manager (Ms. Petrella). Ms. Brown's responsibilities include reviewing all work relating to Quality Assurance/Quality Control for hazardous waste, hazardous substance, manufactured gas plant and solid waste projects undertaken by the firm.
- Ms. Brown is responsible for the data validation and data management (importing data into GIS/Key database and reporting results) of all data packages from ongoing hydrogeologic investigation and landfill closure investigations in Brookhaven and Hauppauge, New York.
- She is responsible for maintaining and updating twelve ongoing projects that use GIS/Key database system.
- For the Former Kings Park Psychiatric Center Project, Ms. Brown is responsible for reviewing all laboratory invoices, confirmation of chemical analysis with the laboratory, conducting data validation and importing all chemistry data and gps site locations into GIS/Key database system, in addition to providing tables, graphs, and AutoCAD figures.
- Ms. Brown has prepared data validation/usability reports for remedial investigation and feasibility studies conducted at numerous New York State Registry Sites, including Active Industrial, LIRR sites, Franklin Cleaners, Petro Oil, and Vanbro. These tasks involved evaluation of the laboratory data to determine compliance with NYSDEC Analytical Services Protocols (ASP), as well as to determine the usability of the data particularly if it was not consistent with ASP requirements.

APPENDIX F

WASTE MANIFESTS

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144-41 94th Ave Mail Code 1913 Jamica, NY 11435		Long Island Rail Road Attn: Andrew Wilson	
Generator's Phone ()		BOL Nassau Blvd Substation Garden City, NY	
Transporter 1 Company Name Morales # 07			
Transporter 2 Company Name			
Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ			
10. US EPA ID Number		State Trans. ID-NJDEPE Decal No.- Transporter's Phone () State Trans. ID-NJDEPE Decal No.- Transporter's Phone () Facility's Phone ()	

US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)	Containers No.	Type	Total Quantity	Unit Wt/Vol	Waste No.
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA	1	DT	25	Y	ID27
b.					
c.					
d.					

J. Additional Descriptions for Materials Listed Above

a.	c.	
b.	d.	

CCI Generator # and Product Codes:

APPROVAL # 0807848

GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.

AK999E

PLACARDS REQUIRED

none

PLACARDS SUPPLIED

☐ YES ☒ NO- FURNISHED BY CARRIER

Printed/Typed Name Arlen Saxton	Signature Arlen Saxton	Month Day Year 7-25-08
---	----------------------------------	----------------------------------

Transporter 1 Acknowledgement of Receipt of Materials		
Printed/Typed Name ROINIER	Signature [Signature]	Month Day Year 7/25/08

Transporter 2 Acknowledgement of Receipt of Materials		
Printed/Typed Name	Signature [Signature]	Month Day Year

Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest. Printed/Typed Name Signature Month Day Year		
--	--	--

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144-41 94th Ave Mail Code 1913 Jamica, NY 11435 Generator's Phone () Transporter 1 Company Name Morales # 65 Transporter 2 Company Name		Long Island Rail Road Attn: Andrew Wilson Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ 10. US EPA ID Number		BOL Nassau Blvd Substation Garden City, NY State Trans. ID-NJDEPE Decal No.- Transporter's Phone () State Trans. ID-NJDEPE Decal No.- Transporter's Phone () Facility's Phone ()					
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No. Type	Total Quantity	Unit Wt/Vol	Waste No.				
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1 DT	25	Y	ID 27				
b.									
c.									
d.									
J. Additional Descriptions for Materials Listed Above <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; vertical-align: top;">a.</td> <td style="width:33%; vertical-align: top;">c.</td> </tr> <tr> <td style="width:33%; vertical-align: top;">b.</td> <td style="width:33%; vertical-align: top;">d.</td> </tr> </table>						a.	c.	b.	d.
a.	c.								
b.	d.								
CCI Generator # and Product Codes:									
24 Hr Emergency # 908 354 0210 M. Santora APPROVAL # 0807048									
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.									
PLACARDS REQUIRED none PLACARDS SUPPLIED ☐ YES ☒ NO- FURNISHED BY CARRIER									
Printed/Typed Name Arlen Saxton		Signature Arlen Saxton		Month Day Year 7-25-08					
TRANSPORTER 1 Acknowledgement of Receipt of Materials									
Printed/Typed Name Frank...		Signature [Signature]		Month Day Year 7-25-08					
TRANSPORTER 2 Acknowledgement of Receipt of Materials									
Printed/Typed Name		Signature		Month Day Year					
FACILITY									
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.									
Printed/Typed Name		Signature [Signature]		Month Day Year 7/25/08					

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144 41 94th Ave Mail Code 1913 Jamica, NY 11435 Generator's Phone () Transporter 1 Company Name Murales #06 Transporter 2 Company Name		Long Island Rail Road Attn: Andrew Wilson Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ 10. US EPA ID Number		BOL Nassau Blvd Substation Garden City, NY State Trans. ID-NJDEPE Decal No. Transporter's Phone () State Trans. ID-NJDEPE Decal No. 732-657-8551 Transporter's Phone () Facility's Phone ()						
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No.	Type	Total Quantity	Unit Wt/Vol	Waste No.				
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1	TS	25	Y	7027				
b. AJ 427 U										
c.										
d.										
J. Additional Descriptions for Materials Listed Above <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; vertical-align: top;">a.</td> <td style="width:33%; vertical-align: top;">c.</td> </tr> <tr> <td style="width:33%; vertical-align: top;">b.</td> <td style="width:33%; vertical-align: top;">d.</td> </tr> </table>							a.	c.	b.	d.
a.	c.									
b.	d.									
CCI Generator # and Product Codes: 24 Hr Emergency M. Santora (908) 354-0216 APPROVAL # 0207048										
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.										
PLACARDS REQUIRED ☒ YES PLACARDS SUPPLIED ☒ YES ☐ NO- FURNISHED BY CARRIER										
Printed/Typed Name Arlen Saxton		Signature Arlen Saxton		Month Day Year 17-75-08						
TRANSPORTER 1 Acknowledgement of Receipt of Materials										
Printed/Typed Name		Signature		Month Day Year						
TRANSPORTER 2 Acknowledgement of Receipt of Materials										
Printed/Typed Name Honacio Perez		Signature [Signature]		Month Day Year 17-25-08						
FACILITY										
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.										
Printed/Typed Name		Signature		Month Day Year						

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144-41 94th Ave Mail Code 1913 Jamica, NY 11435		Long Island Rail Road Attn: Andrew Wilson	
Generator's Phone ()		BOL	
Transporter 1 Company Name Mordales # 01		Nassau Blvd. Substation Garden City, NY	
Transporter 2 Company Name		State Trans. ID-NJDEPE	
Designated Facility Name and Site Address Water Earle County Rte. 547 Jackson, NJ		Decal No.- Transporter's Phone () State Trans. ID-NJDEPE Decal No.- Transporter's Phone () Facility's Phone ()	
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No.	Type
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1	DT
b.			
c.			
d.			
J. Additional Descriptions for Materials Listed Above		Total Quantity	Unit Wt/Vol
a.		25	Y
b.			
c.			
d.			
CCI Generator # and Product Codes:		Waste No.	
		24 Hr Emergency # (908) 354 0210 M. Scaturro APPROV # 08070418	
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.			
PLACARDS REQUIRED none		PLACARDS SUPPLIED ☐ YES ☒ NO- FURNISHED BY CARRIER	
Printed/Typed Name Arden Saxton		Signature Arden Saxton	
Transporter 1 Acknowledgement of Receipt of Materials		Month Day Year 7-25-08	
Printed/Typed Name Arden Saxton		Signature Arden Saxton	
Transporter 2 Acknowledgement of Receipt of Materials		Month Day Year	
Printed/Typed Name		Signature	
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.		Month Day Year	
Printed/Typed Name		Signature	

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144-41 94th Ave Mail Code 1913 Jamaica, NY 11435		Long Island Rail Road Attn: Andrew Wilson		BOL	
Generator's Phone ()				Nassau Blvd. Substation Garden City, NY	
Transporter 1 Company Name Morales # 02		AK-586-5		State Trans. ID-NJDEPE	
Transporter 2 Company Name				Decal No.-	
Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ		10. US EPA ID Number		Transporter's Phone ()	
				State Trans. ID-NJDEPE	
				Decal No.-	
				Transporter's Phone ()	
				Facility's Phone ()	

US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No.	Type	Total Quantity	Unit Wt/Vol	Waste No.
a.	Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA	1	15T	25	y	ID27
b.						
c.						
d.						

J. Additional Descriptions for Materials Listed Above	
a.	c.
b.	d.

CCI Generator # and Product Codes: **2-1 Emergency Contact M. Santora**
908 354 0210

Approval # 08070178

GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.

PLACARDS
REQUIRED

none

PLACARDS
SUPPLIED

☐ YES ☒ NO - FURNISHED BY CARRIER

Printed/Typed Name Arlen Saxton	Signature <i>Arlen Saxton</i>	Month Day Year 7-25-08
Transporter 1 Acknowledgement of Receipt of Materials		
Printed/Typed Name Osmani Martinez	Signature <i>Osmani Martinez</i>	Month Day Year 7-25-08
Transporter 2 Acknowledgement of Receipt of Materials		
Printed/Typed Name	Signature	Month Day Year

FACILITY

Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.

Printed/Typed Name Signature Month Day Year

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144-41 94th Ave Mail Code 1913 Jamica, NY 11435 Generator's Phone () Transporter 1 Company Name <i>Morales #04</i> Transporter 2 Company Name Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ		Long Island Rail Road Attn: Andrew Wilson US EPA ID Number 10.	
		BOL Nassau Blvd Substation Garden City, NY	
		State Trans. ID-NJDEPE Decal No.- Transporter's Phone () State Trans. ID-NJDEPE Decal No.- Transporter's Phone () Facility's Phone ()	
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No. Type	Total Quantity Unit Wt/Vol Waste No.
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1 DT	25 Y ID27
b.			
c.			
d.			
J. Additional Descriptions for Materials Listed Above a. c. b. d.			
CCI Generator # and Product Codes: <i>24 Hour Emergency Contact M. Santana</i> <i>APPROVAL # 0807048 AM 9305</i> <i>908 354 0210</i>			
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.			
PLACARDS REQUIRED <i>none</i> PLACARDS SUPPLIED ☐ YES ☒ NO - FURNISHED BY CARRIER			
Printed/Typed Name <i>Arden Saxton</i>		Signature <i>Arden Saxton</i>	
Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name <i>[Signature]</i>		Signature <i>[Signature]</i>	
Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name <i>[Signature]</i>		Signature <i>[Signature]</i>	
FACILITY <i>[Signature]</i> <i>7/25/08</i>			
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest. Printed/Typed Name <i>[Signature]</i>			
		Signature <i>[Signature]</i>	
		Month Day Year 7-25-08	

BILL OF LADING

Generator's Name and Mailing Address 144-41 94th Ave Mail Code 1913 Jamaica, NY 11435		Long Island Rail Road Attn: Andrew Wilson		BOL	
Generator's Phone ()		State Trans. ID-NJDEPE		Nassau Blvd. Substation Garden City, NY	
Transporter 1 Company Name		Decal No.-		Transporter's Phone ()	
Transporter 2 Company Name		State Trans. ID-NJDEPE		Decal No.-	
Designated Facility Name and Site Address Water Earle County Rte. 547 Jackson, NJ		US EPA ID Number 10.		Transporter's Phone () 732-657-8551	
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No. Type		Total Quantity Unit Qty/Vol	
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1 DT		25 Y ID27	
b.					
c.					
d.					
J. Additional Descriptions for Materials Listed Above					
a.		c.			
b.		d.			
CCI Generator # and Product Codes: 24 Hr. Emergency Contact M. Santora APPROVAL # 0207048 (903) 354-0210					
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.					
PLACARDS REQUIRED		None		PLACARDS SUPPLIED	
Printed/Typed Name Arlen Saxton		Signature Arlen Saxton		Month Day Year 7-25-08	
Transporter 1 Acknowledgement of Receipt of Materials					
Printed/Typed Name		Signature		Month Day Year	
Transporter 2 Acknowledgement of Receipt of Materials					
Printed/Typed Name		Signature		Month Day Year	
FACILITY					
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.					
Printed/Typed Name		Signature		Month Day Year	

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144-41 54th Ave Mail Code 1913 Jamica, NY 11435 Generator's Phone ()		Long Island Rail Road Altir: Andrew Wilson BOL	
Transporter 1 Company Name Morales # 07		Nassau Blvd Substation Garden City, NY	
Transporter 2 Company Name		State Trans. ID-NJDEPE	
Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ		Decal No.- Transporter's Phone ()	
10. US EPA ID Number		State Trans. ID-NJDEPE Decal No.- Transporter's Phone ()	
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No.	Total Quantity
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1	25
b.		Type	Unit Wt/Vol
c.		DT	Y
d.		Waste No.	ID27
J. Additional Descriptions for Materials Listed Above			
a.			
c.			
b.			
d.			
GCI Generator # and Product Codes: 24 Hr. Emergency Contact M. Santora 908 354-0210 Approun / # 0807048			
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.			
PLACARDS REQUIRED		PLACARDS SUPPLIED	
none		☐ YES ☒ NO- FURNISHED BY CARRIER	
Printed/Typed Name Aileen SANTON		Signature Aileen Santon	
Month Day Year 7-25-08			
TRANSPORTER			
Transporter 1 Acknowledgement of Receipt of Materials			
Printed/Typed Name KUTNICK		Signature [Signature]	
Month Day Year 7-25-08			
Transporter 2 Acknowledgement of Receipt of Materials			
Printed/Typed Name [Signature]		Signature [Signature]	
Month Day Year 7/28/08			
FACILITY			
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.			
Printed/Typed Name [Signature]		Signature [Signature]	
Month Day Year 7-28-08			

BILL OF LADING

Generator's Name and Mailing Address 144-41 94th Ave Mail Code 1913 Jamaica, NY 11435 Generator's Phone () Transporter 1 Company Name Morales #02 Transporter 2 Company Name Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group) a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA b. c. d.		Long Island Rail Road Attn: Andrew Wilson BOL Nassau Blvd. Substation Garden City, NY State Trans. ID-NJDEPE Decal No.- Transporter's Phone () State Trans. ID-NJDEPE Decal No.- Transporter's Phone () Facility's Phone ()	
Containers No. Type Total Quantity Unit Wt/Vol Waste No.			
1 DT 25 Y ID27			
J. Additional Descriptions for Materials Listed Above a. c. b. d.			
CCI Generator # and Product Codes: 24 HR EMERGENCY CONTACT W. SOUTON 9083540210 APPROVAL # 02070418			
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.			
PLACARDS REQUIRED none PLACARDS SUPPLIED ☐ YES ☒ NO - FURNISHED BY CARRIER			
Printed/Typed Name Arlen Sarton			
Signature Arlen Sarton			
Month Day Year 7-25-08			
Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name Ismani Martinez			
Signature Ismani Martinez			
Month Day Year 7-25-08			
Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name 			
Signature 			
Month Day Year 			
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest. Printed/Typed Name Signature Month Day Year			

BILL OF LADING

Generator's Name and Mailing Address 144-41 94th Ave Mail Code 1913 Jamica, NY 11435		Long Island Rail Road Attn: Andrew Wilson		BOL Nassau Blvd. Substation Garden City, NY	
Generator's Phone ()		State Trans. ID-NJDEPE		Decal No.-	
Transporter 1 Company Name Morales #04		Transporter's Phone ()		State Trans. ID-NJDEPE	
Transporter 2 Company Name		Decal No.-		Transporter's Phone ()	
Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ		10. US EPA ID Number		Facility's Phone ()	
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No.	Type	Total Quantity	Unit Wt/Vol
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1	DT	25	y
b.					
c.					
d.					
J. Additional Descriptions for Materials Listed Above					
a.		c.			
b.		d.			
CCI Generator # and Product Codes: 24 HR. Emergency Contact 908 246 2354-0210 M. Santana APPROVAL # 0807048					
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.					
PLACARDS REQUIRED		none		PLACARDS SUPPLIED ☐ YES ☒ NO- FURNISHED BY CARRIER	
Printed/Typed Name Arlan Saxton		Signature Arlan Saxton		Month Day Year 7-25-08	
Transporter 1 Acknowledgement of Receipt of Materials					
Printed/Typed Name Blas Morales		Signature Blas Morales		Month Day Year 7-25-08	
Transporter 2 Acknowledgement of Receipt of Materials					
Printed/Typed Name		Signature		Month Day Year	
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest. 7 7/28/8.					
Printed/Typed Name		Signature		Month Day Year	

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address

Long Island Rail Road
144-41 94th Ave mail code 1413
Jamaica NY 11435

Generator's Phone ()

ATTN: Andrew Wilson

Transporter 1 Company Name

Morales # 06 TRO AT427U

Transporter 2 Company Name

Designated Facility Name and Site Address

Walter Earle
County Rt 547
Jackson NJ

10.

US EPA ID Number

BOL

Nassau Blvd Sub-Station
Garden-city, NY

State Trans. ID-NJDEPE

Decal No.-

Transporter's Phone ()

State Trans. ID-NJDEPE

Decal No.-

Transporter's Phone ()

Facility's Phone (737) 657-8551

US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)

Containers

No.

Type

Total Quantity

Unit Wt/Vol

Waste No.

a. non Regulated Petrol contaminated soil
non DOT / non RCRA

1

DT

25

✓

ID27

b.

c.

d.

AT427U

J. Additional Descriptions for Materials Listed Above

a.

c.

b.

d.

CCI Generator # and Product Codes:

24 Hr. Emergency Contact M. Santora
(907) 351-6210

Approval # 0807048

GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.

PLACARDS
REQUIRED

none

PLACARDS
SUPPLIED

☐ YES ☒ NO- FURNISHED BY CARRIER

Printed/Typed Name

Arlen Saxton

Signature

Arlen Saxton

Month Day Year

7-25-07

Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.

Printed/Typed Name

Signature

Month Day Year

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144 41 84th Ave Mail Code 1913 Jamica, NY 11435		Long Island Rail Road Attn: Andrew Wilson			
Generator's Phone ()		BOL 120932 T Nassau Blvd Substation Garden City, NY			
Transporter 1 Company Name					
Transporter 2 Company Name					
Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ					
10. US EPA ID Number		State Trans. ID-NJDEPE Decal No.- Transporter's Phone () State Trans. ID-NJDEPE Decal No.- Transporter's Phone () Facility's Phone ()			
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No. Type	Total Quantity	Unit Wt/Vol	Waste No.
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1 DT	25	1	ID27
b.					
c.					
d. <i>Handwritten: Morab Trucking Inc</i>					
J. Additional Descriptions for Materials Listed Above					
a.		c.			
b.		d.			
CCI Generator # and Product Codes:					
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.					
PLACARDS REQUIRED ☒ NO PLACARDS SUPPLIED ☐ YES ☒ NO - FURNISHED BY CARRIER					
Printed/Typed Name Arden Saxton		Signature <i>Arden Saxton</i>		Month Day Year 7-23-08	
Transporter 1 Acknowledgement of Receipt of Materials					
Printed/Typed Name <i>[Signature]</i>		Signature <i>[Signature]</i>		Month Day Year	
Transporter 2 Acknowledgement of Receipt of Materials					
Printed/Typed Name <i>[Signature]</i>		Signature <i>[Signature]</i>		Month Day Year	
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.					
Printed/Typed Name Morab Trucking Inc 324 34th St WNY 14053		Signature <i>[Signature]</i>		Month Day Year	

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144 41 34th Ave Mail Code 1913 Jamica, NY 11435		Long Island Rail Road Attn: Andrew Wilson		BOL	
Generator's Phone ()		Nassau Blvd. Substation Garden City, NY		State Trans. ID-NJDEPE	
Transporter 1 Company Name Morales #06		Decal No.-		Transporter's Phone ()	
Transporter 2 Company Name		State Trans. ID-NJDEPE		Decal No.-	
Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ		10. US EPA ID Number		Transporter's Phone ()	
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No. Type		Total Quantity Unit Wt/Vol Waste No.	
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1 DT		25 Y ID27	
b. ADU27U					
c.					
d.					
J. Additional Descriptions for Materials Listed Above					
CCI Generator # and Product Codes: APPAV001 #08070118					
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.					
PLACARDS REQUIRED NONE PLACARDS SUPPLIED ☐ YES ☒ NO- FURNISHED BY CARRIER					
Printed/Typed Name Allen Saxton		Signature <i>Allen Saxton</i>		Month Day Year 7-23-08	
Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name HOACIO PEREZ		Signature <i>Hoacio Perez</i>		Month Day Year 7-23-08	
Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name		Signature		Month Day Year	
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.					
Printed/Typed Name		Signature		Month Day Year	

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Long Island Rail Road

Generator's Name and Mailing Address
144-41 94th Ave Mail Code 1913
Jamica, NY 11435

Attn: Andrew Wilson

BOL

Nassau Blvd Substation
Garden City, NY

Generator's Phone ()

Transporter 1 Company Name

Morales # 02

AK-586-5

Transporter 2 Company Name

State Trans. ID-NJDEPE

Decal No.-

Transporter's Phone ()

State Trans. ID-NJDEPE

Decal No.-

Transporter's Phone ()

Facility's Phone ()

Designated Facility Name and Site Address

Water Earle

10.

US EPA ID Number

County Rte. 547

Jackson, NJ

US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)

Containers
No. Type

Total
Quantity

Unit
Wt/Vol

Waste No.

a. Non-Regulated Petrol Contaminated Soil
NON-DOT / NON RCRA

1

DT

25

Y

ID27

b.

c.

d.

J. Additional Descriptions for Materials Listed Above

a.

c.

b.

d.

CCI Generator # and Product Codes:

Approval # 0807048

24 Hr Emergency # 91835406
M. Santoro

GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.

PLACARDS
REQUIRED

none

PLACARDS
SUPPLIED

☐ YES

☒ NO- FURNISHED BY CARRIER

Printed/Typed Name

Arden Saxton

Signature

Arden Saxton

Month Day Year

7-24-08

Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

Osman Martinez

Signature

[Signature]

Month Day Year

7-24-08

Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.

Printed/Typed Name

Signature

Month Day Year

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144 41 94th Ave Mail Code 1913 Jamica, NY 11435 Generator's Phone () Transporter 1 Company Name Morales #04 Transporter 2 Company Name Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ		Long Island Rail Road Attn: Andrew Wilson US EPA ID Number 10.	
		BOL	
		Nassau Blvd Substation Garden City, NY	
		State Trans. ID-NJDEPE Decal No.-	
		Transporter's Phone () State Trans. ID-NJDEPE Decal No.-	
		Transporter's Phone () Facility's Phone ()	
US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No. Type	Total Quantity Unit Wt/Vol Waste No.
a. Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA		1 DT	25 Y ID27
b.			
c.			
d.			
J. Additional Descriptions for Materials Listed Above a. c. b. d.			
CCI Generator # and Product Codes: 24 Hr Emergency # 908 354 0210 Mr. Santora Approval # 0807048			
GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.			
PLACARDS REQUIRED		PLACARDS SUPPLIED	
Printed/Typed Name Arden Saxton		Signature Arden Saxton	
Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name STENHARTNER		Signature STENHARTNER	
Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name		Signature	
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest. Printed/Typed Name		Signature	

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address
144 41 94th Ave Mail Code 1913
Jamica, NY 11435

Long Island Rail Road
Attn: Andrew Wilson

BOL

Nassau Blvd. Substation

Garden City, NY

Generator's Phone ()

Transporter 1 Company Name

Morales #01

AK585S

Transporter 2 Company Name

State Trans. ID-NJDEPE

Decal No.-

Transporter's Phone ()

State Trans. ID-NJDEPE

Decal No.-

Transporter's Phone ()

Facility's Phone ()

Designated Facility Name and Site Address

Walter Earle

County Rte. 547

Jackson, NJ

10.

US EPA ID Number

US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)

Containers
No. Type

Total
Quantity

Unit
Wt/Vol

Waste No.

a. Non-Regulated Petrol Contaminated Soil
NON-DOT / NON RCRA

1

DT

25

Y

JD27

GENERATOR

J. Additional Descriptions for Materials Listed Above

a.

c.

b.

d.

CGI Generator # and Product Codes:

Approval # 0807048

Incorrect

GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.

AK999E

PLACARDS
REQUIRED

None

PLACARDS
SUPPLIED

☐ YES ☒ NO - FURNISHED BY CARRIER

Printed/Typed Name

Allen Saxon

Signature

Allen Saxon

Month Day Year
7-28-08

Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

KEVIN

Signature

KEVIN

Month Day Year
7-28-08

Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

TRANSPORTER

FACILITY

Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.

Printed/Typed Name

Signature

Month Day Year

69080

NON-HAZARDOUS SOLID WASTE

The Environmental Services Source

BILL OF LADING

Generator's Name and Mailing Address 144-41 94th Ave Mail Code 1913 Jamaica, NY 11435		Long Island Rail Road Attn: Andrew Wilson		BOL Nassau Blvd Substation Garden City, NY	
Generator's Phone ()					
Transporter 1 Company Name Morales #05 AK753A				State Trans. ID-NJDEPE	
Transporter 2 Company Name				Decal No.-	
Designated Facility Name and Site Address Walter Earle County Rte. 547 Jackson, NJ		10. US EPA ID Number		Transporter's Phone ()	
				State Trans. ID-NJDEPE	
				Decal No.-	
				Transporter's Phone ()	
				Facility's Phone ()	

US DOT Description (Including Proper Shipping Name, Hazard Class or Division, ID Number and Packing Group)		Containers No.	Type	Total Quantity	Unit Wt/Vol	Waste No.
a.	Non-Regulated Petrol Contaminated Soil NON-DOT / NON RCRA	1	DT	25	Y	ID27
b.						
c.						
d.						

J. Additional Descriptions for Materials Listed Above			
a.	b.	c.	d.

CCI Generator # and Product Codes:
Approval 0307048

GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and are non-hazardous by USEPA & applicable state regulations.

PLACARDS REQUIRED

None

PLACARDS SUPPLIED

☐ YES ☒ NO- FURNISHED BY CARRIER

Printed/Typed Name Arden Saxton		Signature Arden Saxton		Month Day Year 7-24-08	
Transporter 1 Acknowledgement of Receipt of Materials					
Printed/Typed Name		Signature		Month Day Year	
Transporter 2 Acknowledgement of Receipt of Materials					
Printed/Typed Name		Signature		Month Day Year	
Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest.					
Printed/Typed Name		Signature		Month Day Year	

APPENDIX G

WASTE DISPOSAL DOCUMENTATION



PURE
SOIL TECHNOLOGIES

P.O. DRAWER 43 • FARMINGDALE, NEW JERSEY 07727
OFFICE: 732-308-1113 • FAX: 732-462-9626 • FACILITY: 732-657-8551 • FAX: 732-657-9230

Date: February 22, 2010

Pure Earth Disposal Group
2545 Hempstead Turnpike, Suite 201
East Meadow, NY 11554

RE: Certificate of Recycle
Project ID #: 0807048
Nassau Blvd. Substation
Edgemoor Road
Garden City, NY

To Whom It May Concern,

This letter is to certify that the soils accepted from project listed above have been received for recycling at the PURE SOIL TECHNOLOGIES facility in Jackson Township, Ocean County, New Jersey further identified by facility ID 132544 Permit number CBG020002.

This material has been managed in accordance with the above facility permit conditions, approvals and associated documents. Pure Soil Technologies has received 364.77 tons from the above noted project.

Regards,

Chris Wehrenberg
Chris Wehrenberg
Project Coordinator
Pure Soil Technologies

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER SIL 1245 HERRING RD EAST MIDDLETOWN, NJ 08527		CUSTOMER NO. 114152	
JOB NAME LUMBER YARD RAIL ROAD 1245 HERRING RD EAST MIDDLETOWN, NJ		JOB NO. 114152	
		PRODUCT JRCG JRCG SOIL	
DATE 11-22-00	METRIC 31.200	ENGLISH 31.460	GROSS
TIME IN 12:27	12.274	13.530	TARE
TIME OUT 1:22	19.930	20.930	NET
TRUCK NO. 114152	TIME ARRIVED JOB	TIME LEFT JOB	WEIGHED BY RENEE ROSENBERG
LOADS 1	TONNAGE 20.930	MEGAGRAMS 18.300	RECEIVED BY [Signature]

OFFICE
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

*** Recycled ***

NO. 114152
Ticket # 114152

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO. 00003230	
		JOB NO. 00007049	
JOB NAME CUMMINS TRUCK RAIL ROAD 154-41 24th Ave JACKSON, NJ		PRODUCT JREC JREC SOIL	
DATE 07/25/95	METRIC 31.304	ENGLISH 39.590	GROSS
TIME IN 12:31	12.011	15.040	TARE
TIME OUT 1:03	19.303	21.300	NET
TRUCK NO. 07030	TIME ARRIVED JOB	TIME LEFT JOB	WEIGHED BY AUGUSTINE 1
LOADS 1100	TONNAGE 32.100	MEGAGRAMS 30.311	RECEIVED BY

OFFICE JACKSON FACILITY
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

*** Recycled ***

NO. 114153
Ticket # 114153

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
PCI		1000000000	
10045 HUNTERS PINE		JOB NO.	
EAST ALABAMA, NY 11554		000000000	
JOB NAME		PRODUCT	
10000 HUNTERS PINE ROAD		JPGG	
10045 HUNTERS PINE		JPGG SOIL	
EAST ALABAMA, NY			
DATE	07/25/00	METRIC	ENGLISH
		13.2104	56.6500
TIME IN	12:00	12.683	13.980
TIME OUT	12:00	12.681	13.980
TRUCK NO.	000000000	WEIGHED BY	JOSEPH
LOADS	9	RECEIVED BY	<i>[Signature]</i>
TIME ARRIVED JOB	TIME LEFT JOB		
TONNAGE	MEGAGRAMS		
114.000	0.000		

OFFICE JACKSON FACILITY
P.O. DRAWER 43 ROUTE 547
FARMINGDALE, NJ 07727 JACKSON, N.J. 08527
732-308-1113 732-657-8551

NO. 114157

Recycled

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER P.L.E. 2745 HEMPSTEAD PIKE EAST MEADOWS, NY 11554		CUSTOMER NO. 083030333	
		JOB NO. 08070440	
JOB NAME LONG ISLAND TAIL ROAD 104-91 54TH AVE JACKSON, NY		PRODUCT JRCG JRCG DOIL	
DATE 07-29-04	METRIC 33.494	ENGLISH 36.920	GROSS
TIME IN	12.229	13.480	TARE
TIME OUT 14:10	01.205	23.940	NET
TRUCK NO. 115050	TIME ARRIVED JOB	TIME LEFT JOB	WEIGHED BY PENEL MUSENDLING
LOADS 0300 0	TONNAGE 155.943	MEGAGRAMS 155.157	RECEIVED BY

OFFICE
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

NO. 114179
Ticket #: 114179

Recycled ***

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
PUI		10011111	
2540 HUNTERS HILL PIKE		JOB NO.	
EAST HUNTERS, NY 11751		10077844	
JOB NAME		PRODUCT	
1000 ISLAND HILL ROAD		JRCG	
144-41 54TH DR		JRCG SOIL	
JACKSON, NY			
DATE	07/25/08	METRIC	ENGLISH
TIME IN		30.950	36.320
TIME OUT	12:50	12.556	13.840
		20.394	22.480
			GROSS
			TARE
			NET
TRUCK NO.	1005085	WEIGHED BY	
LOADS	4	RECEIVED BY	
		RECEIVED BY	

OFFICE JACKSON FACILITY
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

NO. 114156

TICKET N: 114156

PURE
SOIL TECHNOLOGIES

[illegible]

0903-0678

CB NO.

100

PRODUCT

Year	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100																			
Population	1,000,000	1,050,000	1,100,000	1,150,000	1,200,000	1,250,000	1,300,000	1,350,000	1,400,000	1,450,000	1,500,000	1,550,000	1,600,000	1,650,000	1,700,000	1,750,000	1,800,000	1,850,000	1,900,000	1,950,000	2,000,000	2,050,000	2,100,000	2,150,000	2,200,000	2,250,000	2,300,000	2,350,000	2,400,000	2,450,000	2,500,000	2,550,000	2,600,000	2,650,000	2,700,000	2,750,000	2,800,000	2,850,000	2,900,000	2,950,000	3,000,000	3,050,000	3,100,000	3,150,000	3,200,000	3,250,000	3,300,000	3,350,000	3,400,000	3,450,000	3,500,000	3,550,000	3,600,000	3,650,000	3,700,000	3,750,000	3,800,000	3,850,000	3,900,000	3,950,000	4,000,000	4,050,000	4,100,000	4,150,000	4,200,000	4,250,000	4,300,000	4,350,000	4,400,000	4,450,000	4,500,000	4,550,000	4,600,000	4,650,000	4,700,000	4,750,000	4,800,000	4,850,000	4,900,000	4,950,000	5,000,000	5,050,000	5,100,000	5,150,000	5,200,000	5,250,000	5,300,000	5,350,000	5,400,000	5,450,000	5,500,000	5,550,000	5,600,000	5,650,000	5,700,000	5,750,000	5,800,000	5,850,000	5,900,000	5,950,000	6,000,000	6,050,000	6,100,000	6,150,000	6,200,000	6,250,000	6,300,000	6,350,000	6,400,000	6,450,000	6,500,000	6,550,000	6,600,000	6,650,000	6,700,000	6,750,000	6,800,000	6,850,000	6,900,000	6,950,000	7,000,000	7,050,000	7,100,000	7,150,000	7,200,000	7,250,000	7,300,000	7,350,000	7,400,000	7,450,000	7,500,000	7,550,000	7,600,000	7,650,000	7,700,000	7,750,000	7,800,000	7,850,000	7,900,000	7,950,000	8,000,000	8,050,000	8,100,000	8,150,000	8,200,000	8,250,000	8,300,000	8,350,000	8,400,000	8,450,000	8,500,000	8,550,000	8,600,000	8,650,000	8,700,000	8,750,000	8,800,000	8,850,000	8,900,000	8,950,000	9,000,000	9,050,000	9,100,000	9,150,000	9,200,000	9,250,000	9,300,000	9,350,000	9,400,000	9,450,000



METRIC

ENGLISH

GROSS

DATE _____

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

TIME IN

50
51
52
53
54
55

1990

TARE

TIME OUT

1998

06-09

99

TRUCK NO.

TRUCK NO. _____

TIME ARRIVED JOB

TIME LEFT JOB

WEIGHED BY:

... ..

LOAD

1

TONNAGE

MEGAGRAMS

RECEIVED BY

1

OFFICE

P.O. DRAWER 43

FARMINGDALE, NJ 07727

732-308-1113

JACKSON FACILITY

ROUTE 547

JACKSON, N.J. 08527

732-657-8551

SECRET

NO. 114155

[illegible]

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
2545 HEMPSTEAD PIKE EAST NEWBORO, NY 11834		JOB NO. 114299	
JOB NAME		PRODUCT	
14400 14400 SOIL ROAD 14400 14400 SOIL		JRGG JRGG SOIL	
		METRIC	ENGLISH
DATE	07/26/00	21.210	24.160
TIME IN		12.011	13.240
TIME OUT	07:10	9.987	10.920
TRUCK NO.	007050	WEIGHED BY DENEE HENDERSON	
LOADS	1	RECEIVED BY	
		TIME LEFT JOB	
		TONNAGE	MEGAGRAMS
		10.490	9.407

OFFICE
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

NO. 114299

Ticket #: 114299

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
PLT		JOB NO. 000000	
PURE TECHNOLOGIES		PRODUCT	
PURE TECHNOLOGIES		PURE	
JOB NAME		METRIC	
PURE TECHNOLOGIES		ENGLISH	
PURE TECHNOLOGIES		GROSS	
PURE TECHNOLOGIES		TARE	
PURE TECHNOLOGIES		NET	
DATE	07/20/00	DATE	07/20/00
TIME IN	12:27	TIME IN	12:27
TIME OUT	12:27	TIME OUT	12:27
TRUCK NO.	000000	TRUCK NO.	000000
LOADS	000000	LOADS	000000
TIME ARRIVED JOB	00:00	TIME LEFT JOB	00:00
TONNAGE	000000	MEGAGRAMS	000000
WEIGHED BY		RECEIVED BY	
PURE TECHNOLOGIES		PURE TECHNOLOGIES	

FICE
 DRAWER 43
 KINGDALE, NJ 07727
 08-1113

JACKSON FACILITY
 ROUTE 547
 JACKSON, N.J. 08527
 732-657-8551

NO. 114303

Ticket #: 114303

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
PLI		JOB NO. 114301	
2545 HUNTERS LANE		PRODUCT	
FARMINGDALE, NY 11734		JREC	
JOB NAME		JREC SOIL	
LOAD 161000 TON ROAD			
104-41 JAGG, AVE			
344555, NY			
DATE	12/20/03	METRIC	ENGLISH
		39.471	87.553
TIME IN		12.556	13.040
TIME OUT	07:00	26.935	29.690
TRUCK NO.	413003	WEIGHED BY	PERMIE PURSHELL
LOADS	3	RECEIVED BY	
		MEGAGRAMS	63.102
		TIME LEFT JOB	
		TIME ARRIVED JOB	
		TONNAGE	63.102

OFFICE
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

*** Recycled ***
NO. 114301
Ticket #: 114301

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
J&J		JOB NO. 00000000	
2545 HARRISON BLVD		PRODUCT	
COSTA MESA, CA 92626		J&J	
JOB NAME		J&J SOIL	
2545 HARRISON BLVD			
COSTA MESA, CA			
DATE		METRIC	ENGLISH
07/20/00		22.775	50.150
TIME IN		12.450	13.730
TIME OUT		20.340	22.420
TRUCK NO.	TIME ARRIVED JOB	TIME LEFT JOB	WEIGHED BY
00000000			RECEIVED BY
LOADS	TONNAGE	MEGAGRAMS	
1000	20.000	50.000	

OFFICE JACKSON FACILITY
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

NO. 114302

Ticket # 114302

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
151		JOB NO. 00000000	
2545 HERRICK RD		PRODUCT 0000	
EAST HERRICK, NY 11534		JREB	
JREB		JREB 0000	
JOB NAME		METRIC	ENGLISH
LUNG ISLAND MILL ROAD		30.973	GROSS
134 01 0447 AVE		12.603	TARE
JACKSON, NJ		28.370	NET
DATE	07/20/00		
TIME IN			
TIME OUT	07:00		
TRUCK NO.	0100212	WEIGHED BY	
LOADS	0000 02	PENEE ROSENBERG	
TIME ARRIVED JOB		TIME LEFT JOB	
TONNAGE		MEGAGRAMS	
000.000		30.197	

OFFICE
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

*** Recycled ***
NO. 114300
Ticket #: 114300

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER 101 2545 HILLSIDE PIKE EAST RUTHERFORD, NJ 07073	CUSTOMER NO. 1140080		
	JOB NO. 01021040		
	PRODUCT JRCG SOIL		
	JOB NAME LONG ISLAND ISLE ROAD 154-01 0000 AVE JACKSON, NJ		
DATE 01/24/00	METRIC 19.950	ENGLISH 33.030	GROSS
TIME IN 12:42	12.420	13.700	TARE
TIME OUT 1:30	17.520	19.330	NET
TRUCK NO. 10000	TIME ARRIVED JOB 1:00	TIME LEFT JOB 1:30	WEIGHED BY RECEIVED BY
LOADS 10000	TONNAGE 19.950	MEGAGRAMS 19.950	RECEIVED BY 1

OFFICE
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

NO. 114080

Ticket # 114080

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
PEI		114061	
2540 HEMPSTEAD PIKE		JOB NO.	
EAST HADDON, NY 11534		06072940	
JOB NAME		PRODUCT	
LONG ISLAND RAIL ROAD		JR66 SOIL	
144-41 54TH AVE			
JEROME, NY			
DATE		METRIC	ENGLISH
07/24/00	31.317	34.520	GROSS
TIME IN	12.603	13.990	TARE
TIME OUT	10.534	23.540	NET
TRUCK NO.	TIME ARRIVED JOB	TIME LEFT JOB	WEIGHED BY
114061			REFEE ROSENBERG-1
LOADS	TONNAGE	MEGAGRAMS	RECEIVED BY
1	23.540	10.534	<i>Ref</i>

OFFICE JACKSON FACILITY
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

NO. 114061

*** Recycled ***

Ticket #: 114061

PURE
SOIL TECHNOLOGIES

OFFICE
JACKSON FACILITY
P.O. DRAWER 43
ROUTE 547
JACKSON, N.J. 08527
FARMINGDALE, NJ 07727
732-308-1113
732-657-8551

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
P.L.		1140663	
10000 HUNTERS PARK		JOB NO.	
10000 HUNTERS PARK		1140663	
10000 HUNTERS PARK		PRODUCT	
10000 HUNTERS PARK		JREG SOIL	
JOB NAME		METRIC	ENGLISH
10000 HUNTERS PARK		35.272	30.880
10000 HUNTERS PARK		12.486	10.730
10000 HUNTERS PARK		22.610	25.150
DATE		GROSS	
07/29/00			
TIME IN		TARE	
1:24			
TIME OUT		NET	
1:24			
TRUCK NO.	TIME ARRIVED JOB	TIME LEFT JOB	WEIGHED BY
10000			RENEE HUNTER
LOADS	TONNAGE	MEGAGRAMS	RECEIVED BY
3	10.570	10.570	

OFFICE
 P.O. DRAWER 43
 ARMINGDALE, NJ 07727
 2-308-1113

JACKSON FACILITY
 ROUTE 547
 JACKSON, N.J. 08527
 732-657-8551

*** Recycled ***
NO. 114063
 Picked #: 114063

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
101		00014250	
2545 HEMPSTEAD PIKE		JOB NO.	
EAST NEW YORK, NY 11554		00070443	
JOB NAME		PRODUCT	
ALUMS POLYCHLORINATED RUBBER		JRSO	
144-41 94th AVE		JRSO SOIL	
JERSEY, NJ			
DATE	METRIC	ENGLISH	GROSS
07/29/00	30.046	33.120	
TIME IN			TARE
			13.010
TIME OUT			NET
			19.310
TRUCK NO.	TIME LEFT JOB	WEIGHED BY	
00014250		RECEIVED BY	
LOADS	TONNAGE	RECEIVED BY	
14.410	14.410		

*Incorrect
Should be
AK5855*

OFFICE JACKSON FACILITY
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

JACKSON FACILITY
ROUTE 547
JACKSON, N.J. 08527
732-657-8551

NO. 114084
Ticket #: 114084

114084 Recycled ***

TRUCKER

PURE

SOIL TECHNOLOGIES

CUSTOMER		CUSTOMER NO.	
P.L.T.		0000000001	
PURE TECHNOLOGIES, INC.		JOB NO.	
1001 HUNTERS HWY 11500		0000000001	
JOB NAME		PRODUCT	
1001 HUNTERS HWY 11500		JP200	
1001 HUNTERS HWY 11500		JP200 SOIL	
1001 HUNTERS HWY 11500			
DATE		METRIC	ENGLISH
07/01/00		31.335	34.540
TIME IN		12.311	14.576
TIME OUT		19.004	20.970
TRUCK NO.		WEIGHED BY	
1001		ROSEMARY	
LOADS		TIME LEFT JOB	RECEIVED BY
1001		MEGAGRAMS	

OFFICE JACKSON FACILITY
P.O. DRAWER 43
FARMINGDALE, NJ 07727
732-308-1113

NO. 114081

Recycled **

Ticket #: 114081

APPENDIX H

SITE MANAGEMENT PLAN

**METROPOLITAN TRANSPORTATION AUTHORITY
LONG ISLAND RAIL ROAD**

**NASSAU BOULEVARD SUBSTATION
VCA NO. V00399-1**

SITE MANAGEMENT PLAN

Prepared for:

**METROPOLITAN TRANSPORTATION AUTHORITY
LONG ISLAND RAIL ROAD**

Prepared by:

**DVIRKA AND BARTILUCCI CONSULTING ENGINEERS
WOODBURY, NEW YORK**

OCTOBER 2010

LONG ISLAND RAIL ROAD NASSAU BOULEVARD SUBSTATION SITE MANAGEMENT PLAN

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.0	INTRODUCTION.....	1-1
1.1	Background.....	1-1
1.2	Site Description.....	1-1
1.3	Nature and Extent of Former Soil Contamination	1-4
1.4	Summary of Remedial Activities.....	1-5
1.5	Future Site Use.....	1-7
2.0	INSTITUTIONAL AND ENGINEERING CONTROL PLAN.....	2-1
2.1	Description of Institutional Control	2-1
2.2	Description of Engineering Controls	2-1
2.3	Certification of Institutional and Engineering Controls.....	2-2
3.0	NASSAU BOULEVARD SUBSTATION SOIL MANAGEMENT PLAN	3-1
3.1	Excavation of Soil.....	3-1
3.1.1	Soil Excavation Work Plan.....	3-1
3.1.2	Material Storage.....	3-2
3.1.3	Waste Transportation and Disposal	3-3
3.1.4	Backfill.....	3-3
4.0	PERIODIC REVIEW REPORT	4-1
5.0	TERMINATION OF SITE MANAGEMENT PLAN	5-1

List of Appendices

Excavating Soil at Rail Road Locations	A
Declaration of Covenant and Restrictions	B
Institutional and Engineering Control Evaluation Form/ O&M Inspection Report	C

TABLE OF CONTENTS (continued)

List of Figures

1-1 Site Location Map.....1-2

1-2 Site Plan1-3

1-3 Excavation Limits/Endpoint and Sidewall Sample Location Map1-6

2-1 Current and Former Substation Building Location/
Engineering Controls Map2-1

1.0 INTRODUCTION

This section provides background information and summarizes the activities undertaken in order to complete the remedial excavation activities conducted at the Long Island Rail Road (LIRR) Nassau Boulevard Substation.

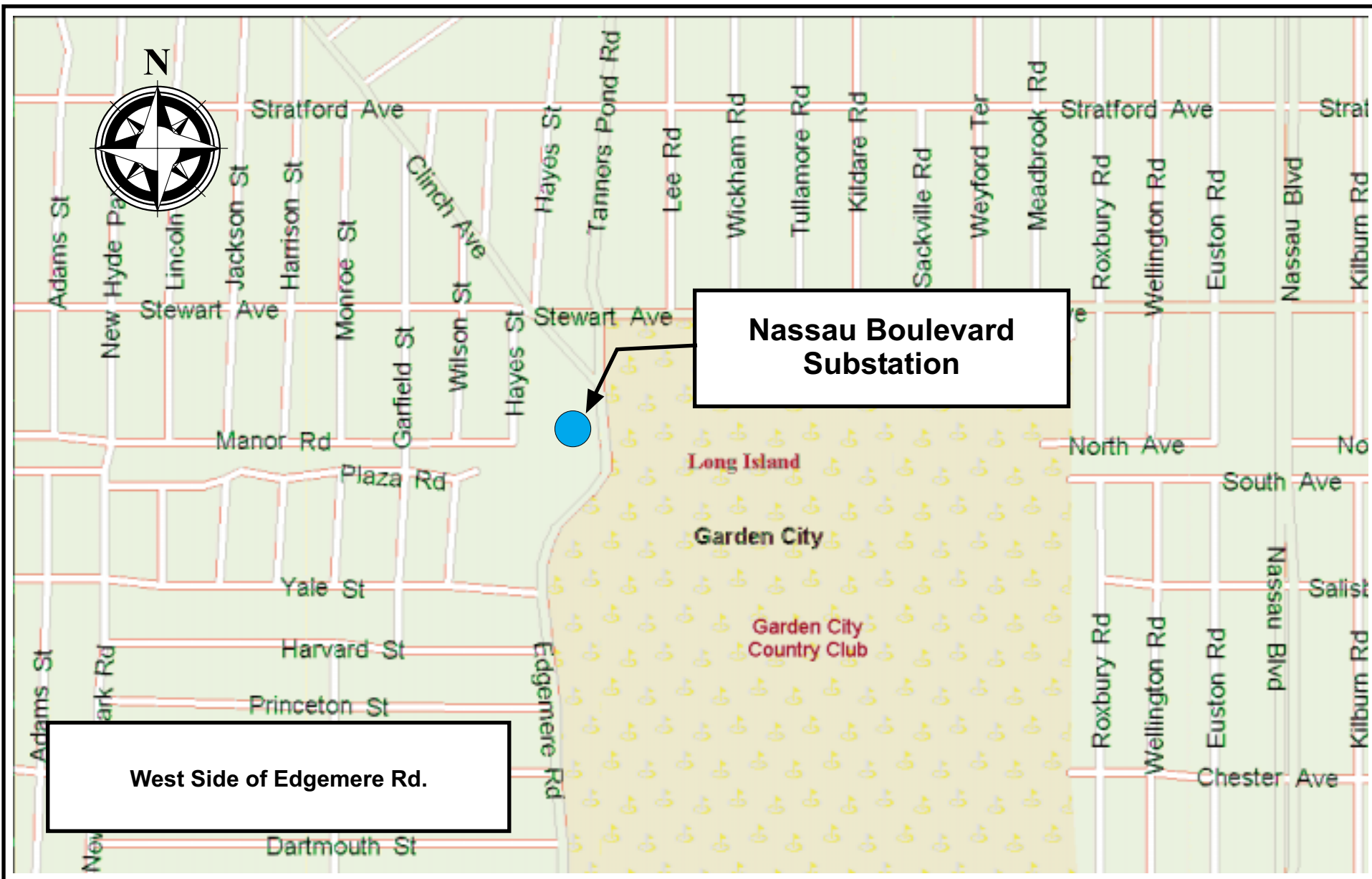
1.1 Background

The LIRR has entered into a Voluntary Cleanup Agreement (VCA) with the New York State Department of Environmental Conservation (NYSDEC) in order to investigate and remediate potential mercury contamination associated with the operation and subsequent decommissioning and removal of mercury-containing rectifiers at the Nassau Boulevard Substation.

A Delineation Phase II Site Assessment of the Nassau Boulevard Substation was completed between September 2005 and March 2007, in which areas of mercury contamination were identified. Based on the results of sampling conducted as part of the Delineation Phase II Site Assessment, and in order to remediate the highest concentrations of mercury identified at the Nassau Boulevard Substation, recommendations for remedial excavations were developed and outlined in the NYSDEC-approved Remedial Action Work Plan (RAWP), dated January 2008.

1.2 Site Description

The Nassau Boulevard Substation site is located in Garden City, Nassau County, New York (see Figure 1-1). As part of an overall system upgrade project, the Nassau Boulevard Substation building was demolished and the supporting structures were decommissioned. Prior to decommissioning, the substation complex consisted of an approximately 625-square foot one-story brick building shown on Figure 1-2. An approximate 2,100 square foot transformer yard was located adjacent to the substation to the west and was enclosed by a chain link fence. The former substation complex was utilized to convert alternating current to direct current for the LIRR-Hempstead line. An active rail track bounds the substation property to the north,



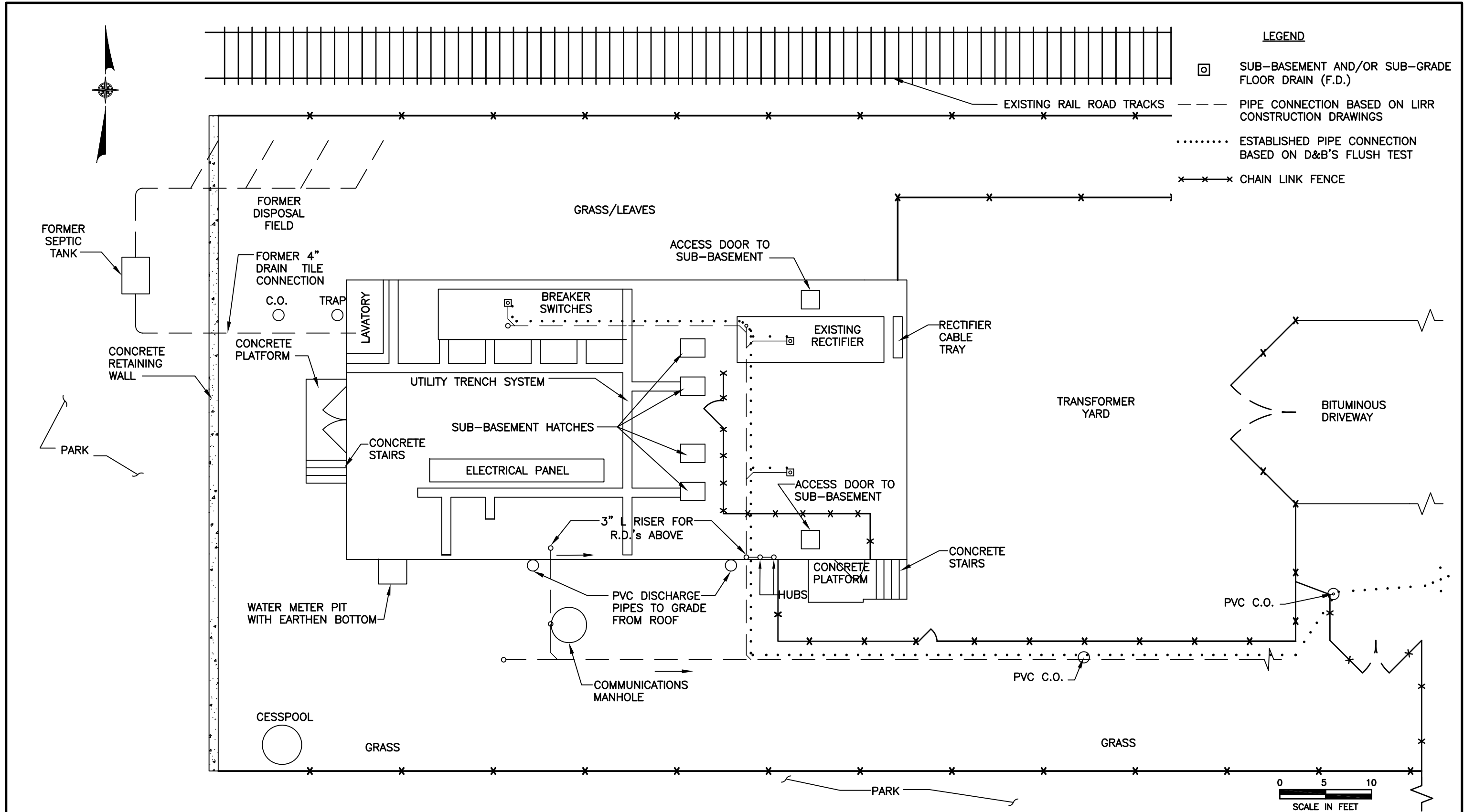
KRB/2229 (LIRR)/sitemaps.cdr(03/29/04)

db **Dvirka and Bartilucci**
CONSULTING ENGINEERS
A DIVISION OF WILLIAM F. COSULICH ASSOCIATES, P.C.

**LONG ISLAND RAIL ROAD
SITE MANAGEMENT PLAN
SITE LOCATION MAP
NASSAU BOULEVARD SUBSTATION (V00399-1)**

NOT TO SCALE

FIGURE 1-1



SOURCE: AVAILABLE LONG ISLAND RAIL ROAD CONSTRUCTION DRAWINGS AND D&B's FIELD OBSERVATIONS

LONG ISLAND RAIL ROAD SITE MANAGEMENT PLAN

SITE PLAN

NASSAU BLVD. SUBSTATION (V00399-1)

FIGURE 1-2

Edgemere Road bounds the substation property to the east and a community park bounds the substation property to the west and south. Note that the substation property is fully fenced and locked on all sides and the community park property located to the west of the substation property is elevated approximately 10 feet and separated from the substation by a retaining wall and 8 feet of fencing.

The Nassau Boulevard Substation was equipped with sanitary services and water services, along with a utility trench system. At the time of the Delineation Phase II Site Assessment and site remediation, the substation interior consisted of one solid-state rectifier located over a pit that, in the past, once serviced a mercury-containing rectifier. The rectifier pit led to a basement that extended throughout the majority of the substation.

The Initial Site Assessment identified a water meter pit, with an earthen bottom covered by a metal plate, located along the southern wall of the former substation. Two PVC pipes were also observed to discharge from the roof along the southern exterior wall of the substation. During the site investigation, a trap and cleanout were observed along the west side of the substation.

Based on the results of the Phase II Site Assessment, the depth to groundwater at this site is approximately 40 feet below grade.

1.3 Nature and Extent of Former Soil Contamination

Mercury was detected in surface and subsurface soil at the Nassau Boulevard Substation. The most significant mercury concentrations were identified in surface soil collected to the south and east of the former substation building, with concentrations of up to 21,000 mg/kg.

Groundwater has not been impacted by the presence of mercury in on-site soil.

As detailed in Section 1.4, site soil containing elevated concentrations of mercury has been removed and replaced with clean fill and angular stone. Therefore, direct exposure to

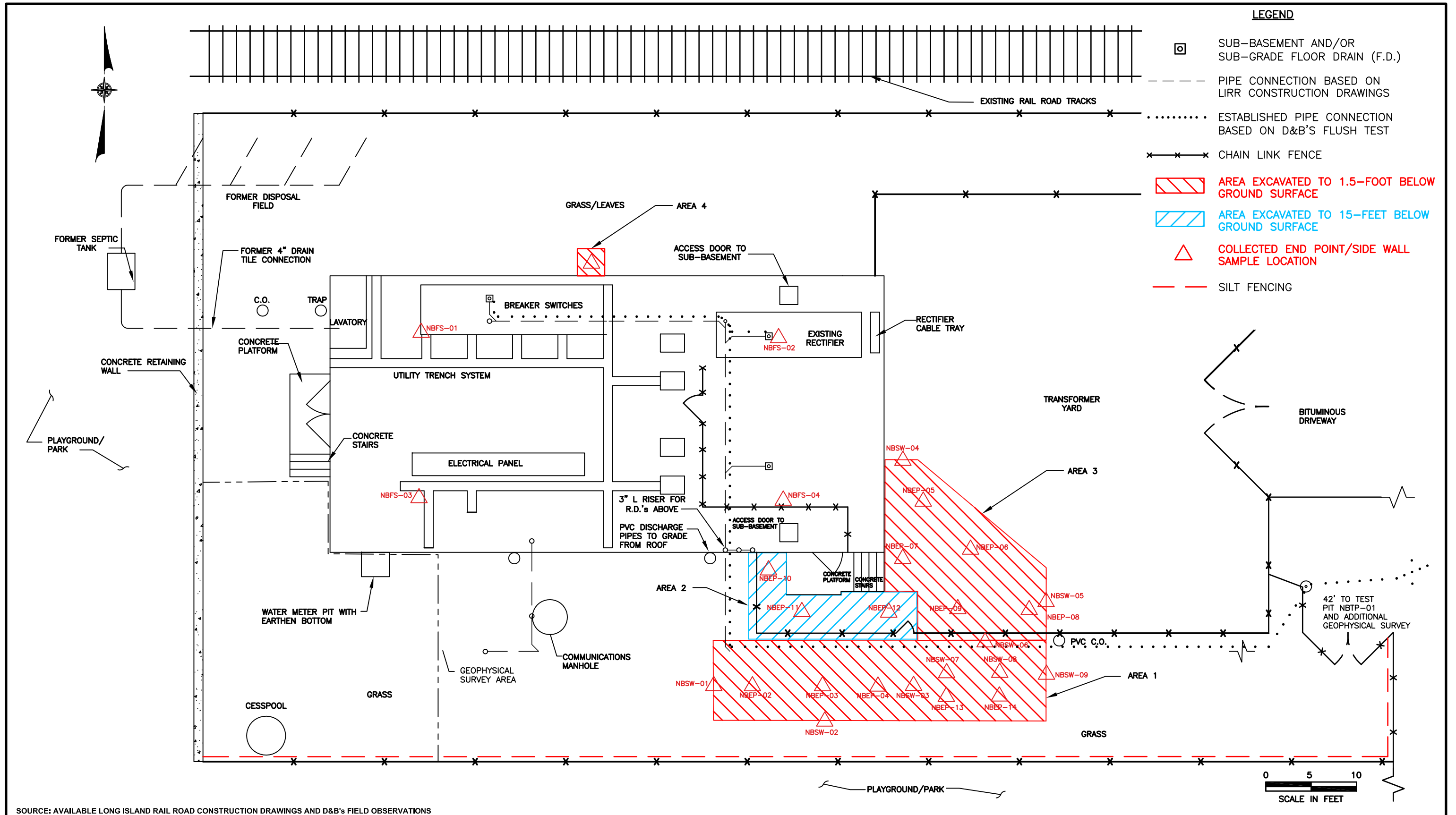
mercury by LIRR workers (on-site receptors) who are required to periodically enter the site for equipment maintenance and repair is not expected. LIRR workers and subcontractors could be potentially exposed to low concentrations of these compounds during excavation activities.

Note that, following site remediation, the LIRR decommissioned and demolished the former substation building as part of the planned upgrade of the Nassau Boulevard Substation. A new substation building was then installed, which included the excavation of soil within the substation area. The new substation building construction was conducted immediately following the July 2008 substation property soil remediation. The portions of the substation property not covered by the new substation building have been covered with angular stone. Therefore, this planned upgrade/redevelopment has effectively removed the most significant levels of mercury and, at the same time, effectively capped any remaining residuals. In addition, high-security fencing will be installed around the Nassau Boulevard Substation property. As a result, future exposure to mercury at the Nassau Boulevard Substation site is not expected.

1.4 Summary of Remedial Activities

As described in Section 1.3, mercury was identified in exceedance of the NYSDEC Part 375 Industrial Use soil cleanup objectives at the Nassau Boulevard Substation. Remediation of site soil containing concentrations of mercury in exceedance of soil cleanup objectives at the Nassau Boulevard Substation was completed in July of 2008. All remedial activities were conducted in accordance with the NYSDEC-approved Remedial Action Work Plan (RAWP) dated January 2008. Note that all remedial activities were conducted prior to the demolition of the substation building and decommissioning of the substation complex. Remediated areas and endpoint and sidewall sample locations are depicted on Figure 1-3.

Approximately 365 tons of soil were excavated and transported off-site from the Nassau Boulevard Substation. This soil was accepted and properly disposed of by Pure Soil Technologies, located in Jackson, New Jersey. Based on the collected endpoint samples exhibiting concentrations of mercury below its Industrial SCO of 5.7 mg/kg, further remediation activities were not recommended at the Nassau Boulevard Substation. Furthermore, note that all



SOURCE: AVAILABLE LONG ISLAND RAIL ROAD CONSTRUCTION DRAWINGS AND D&B'S FIELD OBSERVATIONS

LONG ISLAND RAIL ROAD SITE MANAGEMENT PLAN

EXCAVATION LIMITS/ENDPOINT AND SIDE WALL SAMPLE LOCATION MAP NASSAU BLVD. SUBSTATION (V00399-1)

completed final endpoint soil samples collected within the substation property exhibited mercury concentrations below its Residential SCO of 0.81 mg/kg, with the exception of one sample: NBEP-04. NBEP-04, located approximately 15 feet south of the former substation building, exhibited a mercury concentration of 0.82 mg/kg, very slightly exceeding the Residential SCO for mercury of 0.81 mg/kg. However, note that the Nassau Boulevard Substation Site is currently and will remain an industrial property for the foreseeable future.

In addition, one UIC structure was closed during the remediation of the Nassau Boulevard Substation: a cesspool located off the southwest corner of the former substation building. Note that this closure was performed as part of the overall site redevelopment and not due to elevated contaminant concentrations. Additional details regarding this UIC closure will be provided in an upcoming UIC Closure Report.

1.5 Future Site Use

Subsequent to site remediation, the LIRR demolished the Nassau Boulevard Substation building as part of the redevelopment of the Nassau Boulevard Substation, as required. A new substation building was constructed in the footprint of the former substation building and the remaining portion of the substation property has been covered with angular stone. Therefore, the site redevelopment and the above-described remedial activities removed the most significant soil contamination and, at the same time, effectively capped any remaining residual mercury. As a result, future exposure to mercury is not expected. The Nassau Boulevard Substation site will continue to be utilized as an active electric substation for the foreseeable future. In addition, the LIRR has established safety procedures to be adhered to while performing excavations at rail road sites, as detailed in the Excavating Soils at Rail Road Locations, provided in Appendix A.

Note that the SMP has been put in place in order to establish proper and controlled site usage policies. Specifically, the purpose of the SMP document is to:

- Detail the institutional and engineering controls to be implemented at the Nassau Boulevard Substation;

- Ensure that the institutional and engineering controls remain in place and continue to be effective;
- Detail the steps necessary to inspect, monitor and report the performance and effectiveness of the remedy, both short and long-term; and
- Specify site management reporting requirements as well as criteria for site close out.

Components of the SMP include the following:

- Institutional and Engineering Control Plan; and
- Periodic Review Report.

Note that, as groundwater has not been affected by the presence of mercury in site soil and site soil exhibiting elevated mercury concentrations has been removed, it is not warranted to implement a soil or groundwater monitoring plan at the Nassau Boulevard Substation.

Based on the completed soil remediation, endpoint sample results and current site use and operations, intrusion of mercury vapor is not considered a potential exposure pathway. However, in order to comply with the October 2006 New York State Department of Health (NYSDOH) Soil Vapor Intrusion Guidance (SVIG), a soil vapor intrusion evaluation was performed on October 22, 2009 inside the new substation building in order to determine whether any mitigation measures will be necessary to eliminate potential vapors.

The mercury vapor evaluation consisted of a 19-point mercury vapor survey, with twelve vapor sample locations surrounding the exterior of the new substation building and seven vapor sample locations collected from within the new substation building basement. All vapor samples were collected with a Jerome 431X mercury vapor analyzer (MVA) and compared to the Public Employee Safety and Health (PESH) 8-hour time weighted average (TWA) concentration of 0.050 mg/m^3 . Mercury vapor was not detected in any mercury vapor sample. A copy of the LIRR's Mercury Testing in Air – Nassau Boulevard Substation document is provided in the Nassau Boulevard Substation Final Engineering Report.

Due to the non-detect mercury vapor concentrations observed during the LIRR's October 22, 2009 soil vapor intrusion evaluation, further soil vapor evaluations and follow-up actions are not warranted at the Nassau Boulevard Substation.

2.0 INSTITUTIONAL AND ENGINEERING CONTROL PLAN

The Institutional and Engineering Control Plan details the steps necessary to manage and implement the institutional and engineering controls for the site. The Institutional and Engineering Control Plan identifies issues to be specifically evaluated with respect to the institutional and engineering control certification and allows for continued use of the site as an industrial property.

2.1 Description of Institutional Control

A Declaration of Covenant and Restrictions will be placed on the Nassau Boulevard Substation Site. A Declaration of Covenant and Restrictions is provided in Appendix B. The purpose of the Declaration of Covenant and Restrictions is to formally document the remedial action and future use of the site. In addition, the purpose of the Declaration of Covenant and Restrictions is also to identify the type and location of the engineering control, which is being used to isolate site soil from human and non-human contact.

By implementation of the Declaration of Covenant and Restrictions, restrictions will be placed on the performance of intrusive activities at the site. The purpose of these restrictions is to prevent the potential for unacceptable exposure of any residual soil contamination to human receptors and the environment. Excavation activities within the area subject to the Declaration of Covenant and Restrictions will not be permitted without proper notifications, safety precautions, and planning. Handling of excavated soil during maintenance or redevelopment of the site shall be in accordance with the Soil Management Plan presented in Section 3.0.

2.2 Description of Engineering Controls

Engineering controls will be used to limit human and non-human contact with site soil at the Nassau Boulevard Substation. The engineering controls currently being used on-site are comprised of an angular stone layer overlaying the entire site, high security fencing surrounding the entire site and security signage posted at each gate in the substation fencing.

Signage will be posted at the site warning LIRR employees that the LIRR System Safety division must be contacted prior to initiating any excavation activities. In addition, the Nassau Boulevard Substation site will continue to be utilized as an industrial property.

The objectives for operating the engineering controls as part of the approved site remedy are to eliminate or reduce to the extent practical:

- Direct contact (dermal absorption, inhalation, and incidental ingestion) with residual subsurface soil contamination; and
- Exposure of biota to contaminated material.

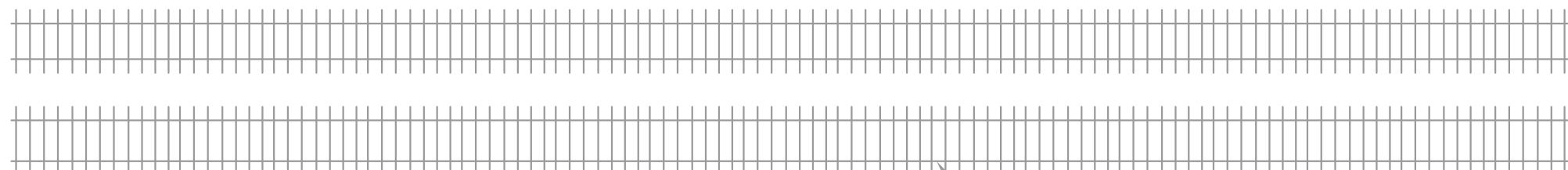
The engineering controls, and current and former substation configurations, are depicted on Figure 2-1.

2.3 Certification of Institutional and Engineering Controls

The site will be inspected annually to certify that site usage and site activities are consistent with those required in the Declaration of Covenant and Restrictions and this Site Management Plan. In addition, the inspection will determine the on-going integrity and effectiveness of the engineering control (i.e., angular stone cover, fencing and signage).

In addition, the annual inspection will certify that all controls are in place and effective and nothing has occurred since the previous inspection that would impair the ability of the controls to protect the public health and environment. Appendix C contains an institutional and engineering control evaluation and Operations and Maintenance (O&M) report form to be used during the site inspections.

Results of the inspections will be documented in the Periodic Review Report, which will be prepared and submitted to the NYSDEC at a frequency determined by the NYSDEC.



EXISTING RAIL
ROAD TRACKS

FORMER FENCING
REPLACED BY HIGH
SECURITY FENCING

CURRENT HIGH
SECURITY FENCING

SECURITY
SIGNAGE

EDGEMERE ROAD

FORMER
CESSPOOL

FORMER CHAIN
LINK FENCE

LEGEND:

- SUB-BASEMENT AND/OR SUB-GRADE FLOOR DRAIN (F.D.)
- PIPE CONNECTION BASED ON LIRR CONSTRUCTION DRAWINGS
- FORMER SUBSTATION BUILDING LOCATION AND SITE FEATURE
- ▨ AREA COVERED BY CRUSHED STONE
- CURRENT NEW SUBSTATION BUILDING LOCATION AND SITE FEATURE
- *** CURRENT HIGH SECURITY FENCE

SOURCE: AVAILABLE LONG ISLAND RAIL ROAD CONSTRUCTION DRAWINGS AND D&B's FIELD OBSERVATIONS

SCALE: 1"=20'

LONG ISLAND RAIL ROAD
SITE MANAGEMENT PLAN

3.0 NASSAU BOULEVARD SUBSTATION SOIL MANAGEMENT PLAN

The Nassau Boulevard Substation site is currently utilized as an active LIRR electric substation. Any proposed change in site use must include an evaluation of the impacts of the change on the viability, reliability, and effectiveness of the Declaration of Covenant and Restrictions and engineering control. Any soil disturbance that may be conducted within the limits of the site must be handled in accordance with the Site Management Plan. The primary focus will be to limit human and non-human contact with potential residual mercury concentrations in site soil.

3.1 Excavation of Soil

Excavation of soil at the site may be required as a part of future site redevelopment or as a result of miscellaneous site activities. Adequate personal protective equipment must be used to prevent exposure to potentially contaminated soil during excavation, which must be identified by a qualified health and safety professional.

Any soil excavation required at the site shall be handled appropriately and the NYSDEC must be notified prior to those excavation activities. The following general Nassau Boulevard Substation Soil Excavation Work Plan shall be followed during any excavation activities to be conducted at the Nassau Boulevard Substation site. The work plan specifies that any backfill material used on-site will be from an approved off-site source. The work plan specifies the procedure for testing and certifying the backfill material.

3.1.1 Soil Excavation Work Plan

Note that, as site remediation effectively removed soil exhibiting mercury concentrations in exceedance of its Industrial SCO, future excavations at the Nassau Boulevard Substation site are not expected to encounter soil exhibiting elevated mercury concentrations. However, at a minimum, the following requirements apply to excavations to be performed at the Nassau Boulevard Substation site. Methods for compliance with these requirements are as follows:

1. Excavated materials shall be screened for the presence of mercury vapor.
2. Soil which does not exhibit mercury vapor in exceedance of background concentrations may be backfilled, in the reverse order of removal, into the excavation from which it originated. Background mercury vapor concentrations will be established by collecting mercury vapor readings in surficial site soil prior to the initiation of excavation activities.

In the event that mercury vapor is detected above background concentrations in excavated soil, the following additional requirements shall be followed:

1. Soil exhibiting mercury vapor concentrations above background concentrations will be sampled for mercury and compared to the Industrial SCO for mercury of 5.7 mg/kg. Soil exhibiting mercury concentrations in exceedance of the Industrial SCO will be excavated and properly disposed of.
2. Excavated materials shall be transported to a designated staging area and staged on polyethylene sheeting to prevent contact with undisturbed soil and tested for disposal purposes.
3. Excavation shall be performed in a manner that will prevent spills and the mixing of potentially contaminated soil with uncontaminated material.
4. Excavation shall be accomplished by methods which preserve the undisturbed state of subgrade soil.
5. Mobilization of the excavated soil must be prevented through the use of polyethylene sheeting to cover any soil stockpiles or by using appropriate soil erosion control methods established at the end of each day of excavation activities.
6. An approved Community Air Monitoring Plan (CAMP) consistent with Appendix 1A of DER-10, at a minimum, will be implemented during all future intrusive activity where mercury vapor is detected above background concentrations.

3.1.2 Material Storage

At a minimum, the following requirements apply to the storage of potentially contaminated materials excavated from the Nassau Boulevard Substation site:

1. Potentially contaminated excavated material shall be placed in temporary storage consisting of roll-off containers or stockpiles, as necessary.
2. Stockpiles shall be constructed so as to isolate the potentially contaminated material from the environment.
3. Diversion measures shall be employed to prevent storm water run-on and run-off.
4. Roll-off or equivalent units used to store potentially contaminated material shall be watertight.
5. Storage and handling of potentially contaminated soil must comply with all applicable NYSDEC hazardous waste regulations (6 NYCRR Part 317-376) and USEPA PCB TSCA regulations (40 CFR Part 761).

3.1.3 Waste Transportation and Disposal

The following requirements apply to the transportation and disposal of potentially contaminated material excavated from the Nassau Boulevard Substation site:

1. Sampling, classification, manifesting, labeling, transporting and disposing of waste shall be performed in accordance with all applicable federal, state, and local laws and regulations.
2. Materials removed from the site shall be transported directly to the disposal facility.
3. Sampling frequency, analysis methods, and analytical laboratory must be approved by the NYSDEC prior to removal of any material from the site.
4. Letters of commitment shall be obtained from disposal facilities to be used during the project. The letters shall state that the disposal facility is permitted to accept and has the available capacity to receive the waste that will be shipped from the site.
5. All vehicles shall be decontaminated in accordance with the excavating contractor's approved Health and Safety Plan and OSHA 1910.120, prior to leaving the site.

3.1.4 Backfill

The following requirements apply to the fill material used to restore the site after excavation resulting in the removal of potentially contaminated soil has been completed:

1. Fill material used to restore the site shall be similar in physical properties to the material removed and approved by the LIRR prior to installation.
2. The fill material shall be of equal or less permeability than the native soil in or adjacent to the excavated area.
3. Fill shall be uncontaminated pursuant to the remediation standards applicable to the site.
4. Documentation of the quality of the fill shall be provided by a certification stating that it is virgin material from a commercial or noncommercial source.
5. If documentation of the quality of the fill material can not be provided, a backfill evaluation proposal, which identifies material characterization protocols, shall be submitted to and approved by the NYSDEC prior to the use of any backfill material.

4.0 PERIODIC REVIEW REPORT

A Periodic Review Report will be prepared and submitted to NYSDEC for the Nassau Boulevard Substation site. The report will summarize the results of the site inspections and institutional and engineering control certification. The report will include the following:

1. Certification by a qualified environmental professional that the institutional controls (Declaration of Covenant and Restrictions) and engineering controls (angular stone, fencing and signage) employed at the site are:
 - Unchanged from the previous certification (or describe changes which were approved by the Department);
 - In place and effective; and
 - That nothing has occurred that would impair the ability of the controls to protect the public health and the environment or constitute a violation or failure to comply with any element of the SMP for such controls.
2. A site evaluation, which will address:
 - The performance and effectiveness of the remedy;
 - Any new conclusions or observations regarding the site contamination based on the inspections; and
 - Recommendations regarding any necessary changes to the remedy.

Periodic Review Reports will be submitted at a frequency determined by the NYSDEC, based on the current site condition and compliance status.

5.0 TERMINATION OF SITE MANAGEMENT PLAN

It is anticipated that the Nassau Boulevard Substation property will continue to be utilized as a LIRR right-of-way for the foreseeable future. As such, the SMP and Declaration of Covenant and Restrictions will remain in place for the foreseeable future in order to provide an effective and enforceable means of determining that the site is utilized in a safe manor while ensuring adherence to the selected institutional and engineering controls. In addition, these documents will ensure the potential restriction of possible future land use. Furthermore, note that the attached Declaration of Covenant and Restrictions can only be extinguished or amended by the Commissioner of the NYSDEC.

APPENDIX A

EXCAVATING SOILS AT RAIL ROAD LOCATIONS



Procedure/Instruction: EE03-001

EXCAVATING SOILS AT RAILROAD LOCATIONS

Effective DATE: August 11, 2003

A. Introduction:

At existing railroad shops, yards, substations, right-of-ways and other locations, past operations may have resulted in the chance of soils containing very low levels of chemical substances. Examples may include; trace levels of metals around old painted structures, oils and greases around train yards and repair locations, greasy or sooty compounds left from coal ash ("clinker").

This Procedure/Instruction has been prepared to eliminate any risk that may be posed to LIRR workers who must dig in these locations. It is to be applied on a case by case basis, with any questions referred to Department Management and System Safety.

B. Required Steps/Actions:

1. The first step of any LIRR excavation, regarding the soil composition and possible presence of contaminants, is to review the current System Safety Environmental Audit Map. This map includes all LIRR sites with documented soil contaminants. If your site appears on the map in red it may have soil concerns that could affect your project, contact System Safety before proceeding. If your site is not shown or is shown in black (does not have soil concerns) proceed to Step 2 as follows;
2. When digging at an existing railroad facility, the recommended procedures include:
 - a. Wherever possible excavate with mechanical means, such as backhoes, ditch-witches or excavators.
 - b. Wash facilities must be available for use by workers at the end of the task, before breaks, before meals, or at the end-of-shift. For field operations, wet-wipes are acceptable for fulfilling this requirement.
 - c. Where hand digging must be used, workers must be instructed to brush soil from clothing and shoes. Disposable coveralls, shoe coverings and gloves should be made available upon workers request. Work clothing should be laundered.
 - d. All equipment should be cleaned before leaving the worksite. The preferred method is hosing down with water, removing any clumps of dirt and soil. If water is not available, equipment should be brushed clean of any dirt and soil using a broom or stiff brush. Disposable items can be placed in the trash, no special disposal is necessary.
3. Where evidence of soil contamination is found, such as an odor, a stain or visible contaminant, the soil feels greasy, or results from laboratory analysis indicate a contaminant;
 - a. Stop any excavation work or only excavate by mechanical means and
 - b. Immediately Contact System Safety (information below) to assess the situation.

C. Regulations or Policy References: LIRR Corporate Environmental Policy; Section IV, B, 5

D. System Safety Contacts:	Environmental Engineer;	718-558-3252
	Environmental Field Engineer;	718-558-3081

E. Forms & Attachments: None.

APPENDIX B

DECLARATION OF COVENANT AND RESTRICTIONS



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 05-12-2010
Recorded Time: 3:21:34 p

Liber Book: D 12611
Pages From: 331
To: 368

Record and Return To:
MTA
COLLEEN CHANNES
347 MADISON AVE
9TH FLOOR
NEW YORK, NY 10017

Control
Number: 2495
Ref #:
Doc Type: D03 DECLARATION RESTRICTIONS

Location:	Section	Block	Lot	Unit
TOWN HOLDS	0099	0MSTR-00	0MSTR	

	Taxes Total	.00
	Recording Totals	.00
ALM001	Total Payment	.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



2010051202495

DECLARATION of COVENANT and RESTRICTIONS

THIS COVENANT, made the 2nd day of April, 2010, by MTA Long Island Rail Road, a public benefit corporation organized and existing under the laws of the State of New York and having an office for the transaction of business at 144-41 94th Avenue, 4th Floor, Mail Code 1944, Jamaica, NY 11435:

WHEREAS, MTA Long Island Rail Road is the owner of a parcel of real property which is participating in New York State Department of Environmental Conservation's (the "Department") Voluntary Cleanup Program, namely, the Nassau Boulevard Substation Site, Site No. V00399, located between Stewart Manor and Nassau Boulevard Stations, near Tanners Pond Road in the Town of Garden City, County of Nassau, State of New York, which is part of lands recorded in the Long Island Rail Road Atlas Sheet No. 114, Parcel 33-17 and being more particularly described in Appendix "A." attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

WHEREAS, the Property is the subject of a November 2004 Voluntary Cleanup Agreement entered into by MTA Long Island Rail Road and the Department; and

WHEREAS, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property such remedy requires that the Property be subject to restrictive covenants.

NOW, THEREFORE, MTA Long Island Rail Road, for itself and its successors and/or assigns covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions, is as shown on a map attached to this declaration as Appendix "B" and made a part hereof, and consists of Station Monument #90, Val Map #V2H-191 on the Hempstead Line.

Second, unless prior written approval by the New York State Department of Environmental Conservation or if the Department shall no longer exist, and New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, there shall be no construction, use, or occupancy of the Property that results in the disturbance or excavation of the Property, which threatens the integrity of the soil cap, which results in unacceptable human exposure to contaminated soils.

Third, the owner of the Property shall maintain the cap covering the Property by maintaining its soil cover or, after obtaining the written approval of the Relevant Agency by capping the Property with another material.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for industrial use without the express written waiver of such prohibition by the Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Relevant Agency.

Sixth, the owner of the Property shall continue in full force and effect any institutional and engineering controls required under the Voluntary Cleanup Agreement which is attached, incorporated, and made enforceable hereto as set forth in the final Department approved Site Management Plan and maintain such controls unless the owner first obtains permission to discontinue such controls from the Relevant Agency.

Seventh, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property and shall provide that the owner, and its successors and assigns, consent to the enforcement by the Relevant Agency, of the prohibitions and restrictions that Paragraph X of the Voluntary Cleanup Agreement requires to be recorded, and hereby covenants not to contest the authority of the Department to seek enforcement.

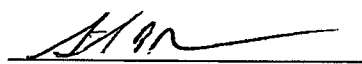
Eighth, any deed or conveyance of the Property, or any portion thereof, shall recite, unless the Relevant Agency has consented to the termination of such covenants and restrictions that the said conveyance is subject to this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the 2nd day of April 2010 written below.


Neil Yellin
MTA Long Island Rail Road
Sr, Vice President – Administration

STATE OF NEW YORK)
) ss.:
COUNTY OF QUEENS)

On the 2nd of April in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Neil Yellin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

STEPHEN N. PAPANDON
Notary Public, State of New York
No. 02PA8130755
Qualified in Suffolk County
Commission Expires July 18, 2009 2013

PROPERTY DETAIL

Page 1
1/25/2001
11:29AM

Property Code lhe01320
Property Name Substation b Stewart Manor-Nas
Property Address Sta-Mon# 91+39.48

City/State/Zip Hempstead, NY 11530

Agency:	LIR	County:	Nassau	Municipality:	Garden City
Map:					
Sheet:	114	Plate:		District:	401
Section:	33				
Block:	114	Lot:	17	Easement:	
Bet. Sta.:	Stewart Manor-Nassau Blvd				
Milepost #:		StaMon#:	90	Val Map#:	V2H-191
Prop Type:	Substation			Line Name:	Hempstead
Stat Num:		Division:		Line Number:	
Stat Name:				Pass. Count:	0
Cross St:	Tanners Pond Rd			Imp. Year:	
Flag:		Volume:	Nassau Tax RR Atlas	City Acct:	N
Sq. Ft.:	0.35	Dimensions:			

Notes:

REUC#:	Block2:	Lot2:
IPIS Agency:		IPIS Juris:
DOF Exemp:		BC:

ORE O Name:
ORE RENA:

MTA O Name:
MTA RENA 1:
MTA RENA 2:

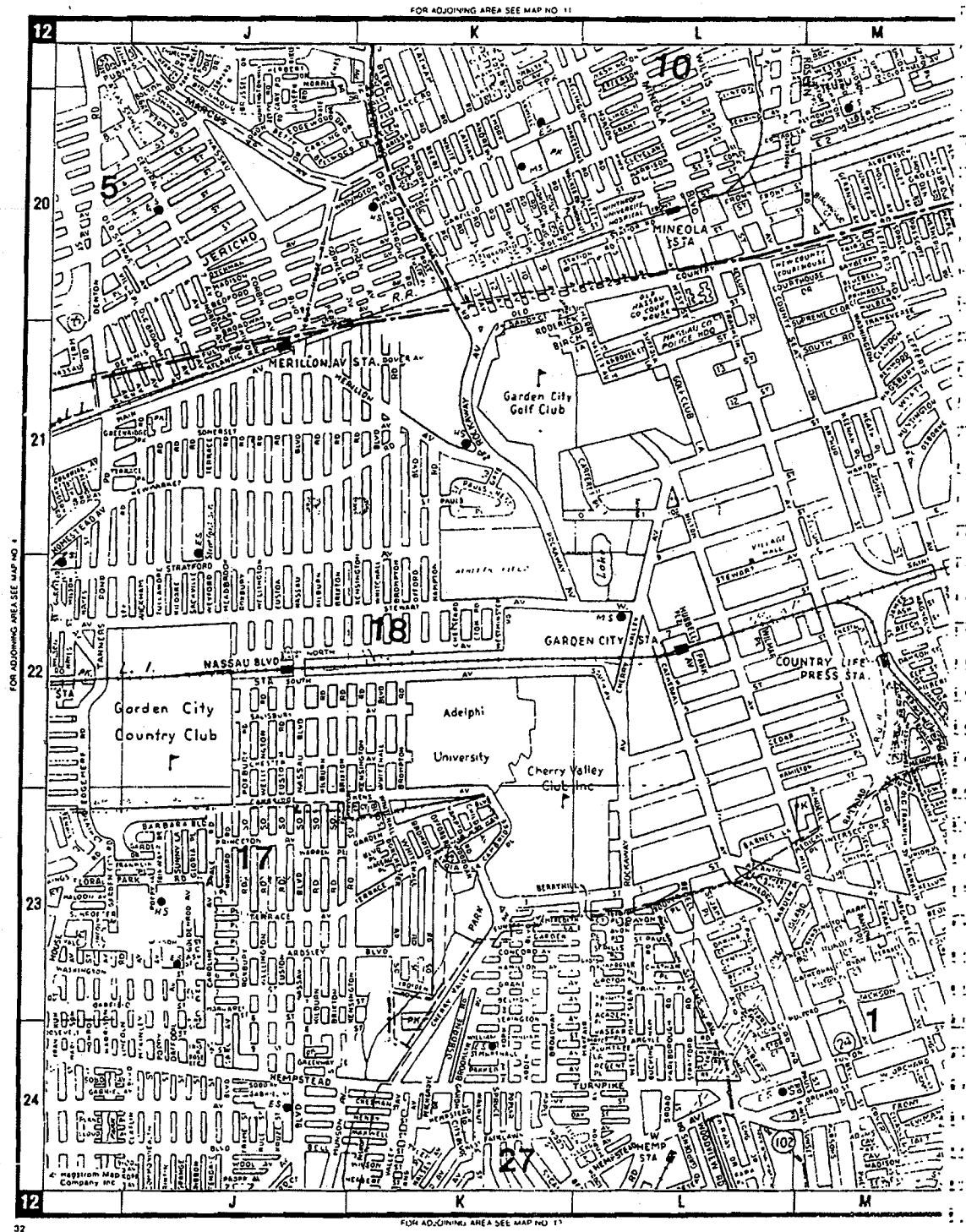
Acq/Rec. Info:

Instructions
to Finance:
Action Taken:

Date Action
Taken:

City Update
Status:

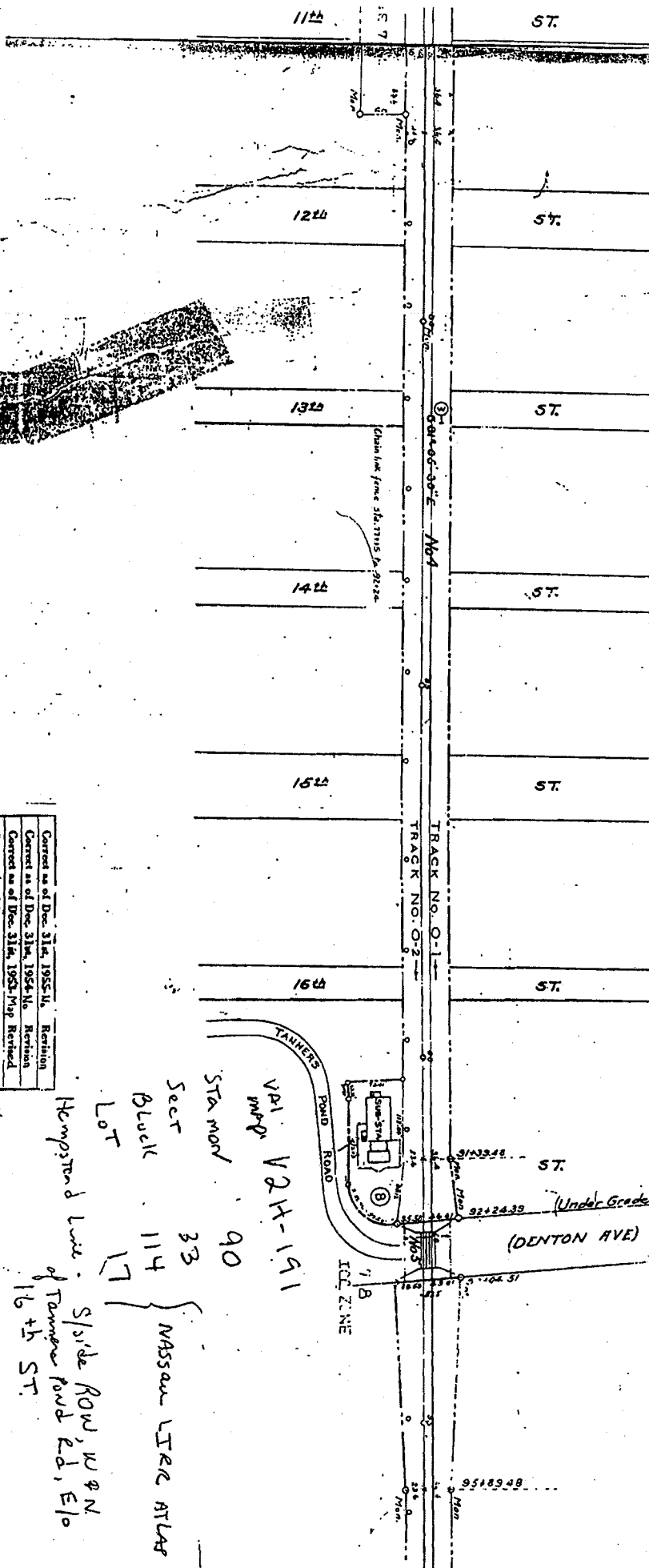
(2)



(2)

down to V2H-191

SHAW GARDENS



Correct as of Dec. 31st, 1955-16.	Revision
Correct as of Dec. 31st, 1954-16.	Revision
Correct as of Dec. 31st, 1953-16.	Revision
Correct as of Dec. 31st, 1952-16.	Revision

Nassau Haptophyta

Hempstead Linn. - S. side ROW, W of N.
of Tanager Ford Rd, E 10
16th ST.

V2H-191
V2H-191
STA mon
Sect
Black
Lot
90
33
114
17
NASSAU LINE ATLAS

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Implementation of a
Voluntary Cleanup Agreement

for: Certain Long Island Rail Road Electric Substations

by: Metropolitan Transportation Authority/Long Island Rail Road, "Volunteer"

Index Nos. W1-0993-04-04 (Region 1)

W2-0994-04-04 (Region 2)

WHEREAS, the Department is responsible for the enforcement of the ECL and the NL and such laws provide the Department authority to enter into this Agreement;

WHEREAS, the Department has established a Voluntary Cleanup Program to address the environmental, legal, and financial barriers that hinder the redevelopment and reuse of contaminated properties;

WHEREAS, Volunteer represents, and the Department relied upon such representations in entering into this Agreement, that Volunteer, Metropolitan Transportation Authority/Long Island Rail Road, is the owner and operator of the electric substations covered by this Agreement and specified in Exhibit "A". The electric substations once utilized mercury rectifiers to power the locomotive and electric passenger rail road. In or about the 1980's, the mercury rectifiers were taken out of service and replaced with equipment that did not utilize mercury;

WHEREAS, the parties are entering into this Agreement in order to set forth a process through which the Department will approve and the Volunteer will implement activities designed to address in whole or in part environmental contamination at the Site; and

WHEREAS, the Department has determined that it is in the public interest to enter into this Agreement as a means to address environmental issues at the Site with public funds while ensuring the protection of human health and the environment;

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

I. Site Specific Definitions

For purposes of this Agreement, the terms set forth in the Glossary attached to, and made a part of, this Agreement shall have the meanings ascribed to them in that Glossary. In addition, for purposes of this Agreement, the following terms shall have the following meanings:

A. "Contemplated Use": Restricted industrial, with the specific use continuing to be substations providing electrical power for the operation of trains, train signals, and communication equipment along Long Island Rail Road, with the exception of the Shea substation which will be demolished and the Valley Stream substation which will be used for LIRR Substation uses or storage.

B. "Existing Contamination": Mercury contamination. The details of the contamination is contained in the Site Assessment of 20 Substations for Mercury Contamination: Interim Remedial Measures Oversight Report dated January 2001 and the Site Assessment of 20 Substations for Mercury Contamination dated December 2000, both of which were prepared by Dvirka and Bartilucci Consulting Engineers, Woodbury, New York for Metropolitan Transportation Authority/Long Island Rail Road. The term also includes contamination identified during the implementation of this Agreement, the nature and extent of which was unknown or insufficiently characterized as of the effective date of this Agreement, but which shall have been fully characterized and addressed to the Department's satisfaction.

C. "Site": The individual parcels of real property listed in Exhibit "A", or (ii) the individual properties collectively when the context of this Agreement requires such construction to give full meaning to this Agreement.

Detailed metes and bounds description of the Site must be provided by the Volunteer to the Department prior to issuance of the Release and Covenant Not to Sue provided for in Subparagraph II.H. and no later than the submission of the final report for the Remedial Action Work Plan;

D. "Volunteer": Metropolitan Transportation Authority/ Long Island Rail Road, the owner and operator of the Site, with offices at Hillside Support Facility. Department 3147, 93-59 183rd Street, Hollis, New York 11423.

II. Development, Performance and Reporting of Work Plans

A. Work Plan Labels

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be captioned as follows:

1. "Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination at the Site;
2. "IRM Work Plan" if the Work Plan provides for an interim remedial measure;
3. "Remedial Action Work Plan" if the Work Plan provides for the Site's remediation to cleanup levels sufficient to allow for the Contemplated Use of the Site; or
4. "OM&M Work Plan" if the Work Plan provides for post-remedial construction operation, maintenance, and/or monitoring.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted within forty (40) Days after the effective date of this Agreement. The Department acknowledges that the Volunteer has already submitted a Substation Delineation Phase II Site Assessment/Remedial Investigation Feasibility Study Work Plan. Thereafter, the Volunteer can submit such other and additional work plans it deems appropriate.

2. A proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. A Professional Engineer must prepare, sign, and seal all Work Plans other than an Investigation Work Plan. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be incorporated into and become an enforceable part of this Agreement and shall be implemented in accordance with the schedule contained therein. If the Department disapproves a Work Plan, the reasons for such disapproval shall be provided in writing. In the event the Department disapproves a Work Plan, within twenty (20) Days after receiving written notice of such disapproval, Volunteer shall elect in writing to: (i) modify or expand it; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Subparagraph XII.A.

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

C. Revisions to Work Plans

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

D. Submission of Final Reports

1. In accordance with the schedule contained in a Work Plan, Volunteer shall submit a final report which includes the caption of that Work Plan on the cover page. The final report pertaining to that Work Plan's implementation shall include but not be limited to: all data generated relative to the Site and all other information obtained as part of the implementation of the subject Work Plan; all of the assessments and evaluations required by the subject Work Plan; a statement of any additional data that must be collected; and "as-built" drawings, to the extent necessary, showing all changes made during construction. Additionally, the final report for an Investigation Work Plan shall contain a certification by the person with primary responsibility for the day to day performance of the activities under this Agreement that those activities were performed in full accordance with the Investigation Work Plan, and all other Work Plan final reports must contain such certification made by a Professional Engineer with primary responsibility for the day to day performance of the activities under this Agreement that all such activities were performed in full accordance with the Department approved Work Plan.

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

E. Review of Submittals other than Work Plans

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

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

3. Within sixty (60) Days of the Department's approval of a final report, or as otherwise provided for in the Work Plan, Volunteer shall submit such additional Work Plans as it proposes to implement. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Volunteer, result in the termination of this Agreement pursuant to Subparagraph XII.B.

4. All approved final reports shall be submitted to the Department in an electronic format acceptable to the Department within thirty (30) Days of approval of such final report. If any document cannot be converted into electronic format, Volunteer shall so advise the Department and, if the Department concurs, submit such document in an alternative format acceptable to the Department.

F. Department's Determination of Need for Remediation

The Department will determine upon its approval of each final report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed to allow the Site to be used for the Contemplated Use.

1. The Department shall timely notify Volunteer if it determines that remediation, or additional remediation, is not needed to allow the Site to be used for the Contemplated Use. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Volunteer shall cause to be filed a Declaration of Covenants and Restrictions in accordance with Paragraph X within sixty (60) Days of receipt of the Department's determination. Upon receipt of a copy of such instrument, the Department will provide Volunteer with the Release described in Subparagraph II.H.

2. If the Department determines that remediation, or additional remediation, is needed to allow the Site to be used for the Contemplated Use, Volunteer may elect to submit for review and approval a proposed Work Plan (or a revision to an existing Remedial Action Work Plan for the Site) which addresses the remediation of Existing Contamination. Such proposed Work Plan shall include, among other requirements, an evaluation of the proposed

remedy considering the factors set forth in 6 NYCRR 375-1.10(c)(1) through (c)(6), excluding consideration of cost-effectiveness. At a minimum, the remedial activities contemplated by the proposed Work Plan must eliminate or mitigate all significant threats to the public health and/or the environment and must result in the Site being protective of public health and the environment for the Contemplated Use. The Department will notice a proposed Work Plan addressing the Site's remediation for public comment in accordance with Subparagraph II.G of this Agreement. If Volunteer elects not to develop a Work Plan under this Subparagraph or either party concludes that a mutually acceptable Work Plan under this Subparagraph cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XII.A

G. Notice of Proposed Work Plan for the Site's Remediation

Whenever a Work Plan for the Site's remediation (other than an IRM Work Plan) is proposed, the Department will timely publish a notice in the Environmental Notice Bulletin to inform the public of the opportunity to submit comments on the proposed Work Plan within thirty (30) Days after the date of the issue in which the notice appears. The Department shall timely mail an equivalent notice to the municipalities in which the individual sites are located. The Department shall timely notify Volunteer following the close of the public comment period whether the proposed Work Plan needs to be revised. If the Department determines that revisions are necessary for Site conditions to be protective of the public health or the environment based upon the Contemplated Use, Volunteer agrees to negotiate revisions to the proposed Work Plan in accordance with Paragraph II.C. If either party concludes that such revisions cannot be negotiated, then this Agreement shall terminate in accordance with Subparagraph XII. If the Department determines that no revisions are required, then the Work Plan shall be attached hereto as Exhibit "B."

H. Release and Covenant Not to Sue

Upon the Department's determination that (i) Volunteer is in compliance with the Agreement; (ii) no requirements other than those remedial actions, exclusive of OM&M activities, already conducted at the Site, if any, are necessary to assure that Site conditions are protective of the public health and the environment based upon the Contemplated Use; and (iii) Volunteer has complied, if required, with Paragraph X, the Department shall timely provide Volunteer with the Release and Covenant Not to Sue attached hereto as Exhibit "C," subject to the terms and conditions stated therein.

I. Submission of Annual Reports, if required

In the event that the remedy for the Site, if any, or any Work Plan for the Site requires operation, maintenance, and monitoring (OM&M), including reliance upon institutional or engineering controls, Volunteer shall cause the filing of an annual report by the 1st Day of the month following the anniversary of the start of the OM&M. Volunteer shall file such annual report until the Department determines that the Site can be closed out and so notifies Volunteer in writing. Such annual report shall be signed by a Professional Engineer and shall contain a certification that any institutional and engineering controls put in place pursuant to this Agreement are still in place, have not been materially altered, and are still effective in achieving

their objectives. Volunteer shall notify the Department within twenty-four (24) hours of discovery of any upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, Volunteer shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the annual report required by this Subparagraph as well as in any progress reports required by Paragraph III. Volunteer can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer stating that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

III. Progress Reports

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

IV. Enforcement

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

V. Entry upon Site

A. Volunteer hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer, by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to the matters addressed in a Department-approved Work

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

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

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

VII. Reservation of Rights

A. 1. Except as provided in the Release and Covenant Not to Sue (Exhibit "C") after its issuance and except as provided in Subparagraph VII.A.2, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to recover natural resource damages, the right to take any investigatory or remedial action deemed necessary, and the right to exercise summary abatement powers with respect to any person, including Volunteer.

2. Except for the Department's right to take any investigatory or remedial action deemed necessary as a result of a significant threat resulting from the Existing Contamination or to exercise summary abatement powers, the Department shall not take any enforcement action under ECL Article 27, Title 13, under CERCLA, under the NL, or under comparable statutory or common law theories of remedial liability with respect to the Existing Contamination, to the extent that such contamination is being addressed under the Agreement, against Volunteer or Volunteer's grantees, successors, or assigns during the implementation of this Agreement, provided such party is in compliance with the terms and provisions of this Agreement, including, without limitation, the requirements of all Work Plans and amendments thereto.

B. Except as otherwise provided in this Agreement, Volunteer specifically reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any actions, proceedings, allegations, assertions, determination, or order of the Department, including any assertion of remedial liability by the Department against Volunteer, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process

respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Volunteer's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

C. Except as provided in Subparagraph XIV.O, Volunteer reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers, for past or future response and/or cleanup costs or such other costs or damages arising from contamination at the Site as provided under applicable law.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer prior to the Termination Date except for liability arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) from willful, wanton, or malicious acts or omissions, or acts or omissions constituting gross negligence or criminal behavior by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. The Department shall provide Volunteer with written notice no less than thirty (30) Days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Public Notice

A. Within thirty (30) Days after the effective date of this Agreement, Volunteer shall cause to be filed a Department-approved Notice of Agreement, which Notice shall be substantially similar to the Notice of Agreement attached to this Agreement as Exhibit "D," with the County Clerk in the county in which the Site is located (or the City Register if the Site is located in Manhattan, Bronx, Kings or Queens County) to give all parties who may acquire any interest in the Site notice of this Agreement. Within thirty (30) Days of such filing (or such longer period of time as may be required to obtain a certified copy provided Volunteer advises the Department of the status of its efforts to obtain same within thirty (30) Days), Volunteer shall provide the Department with a copy of such instrument certified by such County Clerk (or the City Register) to be a true and faithful copy. Volunteer may terminate such Notice on or after the Termination Date of this Agreement.

B. If Volunteer proposes to convey the whole or any part of Volunteer's ownership interest in the Site, or becomes aware of such conveyance, Volunteer shall, not fewer than forty-five (45) Days before the date of conveyance or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement. However, such obligation shall

not extend to the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Volunteer to secure the repayment of money or the performance of a duty or obligation.

X. Declaration of Covenants and Restrictions

A. Within thirty (30) Days after the Department's approval of a Work Plan which relies upon one or more institutional controls, or within thirty (30) Days after the Department's determination pursuant to Subparagraph II.F.1 that additional remediation is not needed based upon use restrictions, Volunteer shall submit to the Department for approval a Declaration of Covenants and Restrictions to run with the land which provides for covenants and restrictions consistent with the Work Plan. The submittal shall be substantially similar to Exhibit "E." Volunteer shall cause such instrument to be recorded with the County Clerk (or the City Register) in the county in which the Site is located within thirty (30) Days after the Department's approval of such instrument. Volunteer shall provide the Department with a copy of such instrument certified by the County Clerk (or the City Register) to be a true and faithful copy within thirty (30) Days of such recording (or such longer period of time as may be required to obtain a certified copy provided Volunteer advises the Department of the status of its efforts to obtain same within such 30 Day period).

B. Volunteer or the owner of the Site may petition the Department to modify or terminate the Declaration of Covenants and Restrictions filed pursuant to this Paragraph at such time as it can certify that the Site is protective of human health and the environment for residential uses without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

XI. Communications

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

1. Communication from Volunteer shall be sent to:

Guy Bobersky (Region 1 Sites)
Robert Cozzy (Region 2 Sites)
Project Supervisor
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233-7015

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

Richard Fedigan (Region 1 Sites)
Geoffrey Laccetti (Region 2 Sites)
Project Supervisor
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216

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

Denise J. D'Ambrosio
Project Attorney
Division of Environmental Enforcement
New York State Department of Environmental Conservation
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

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

William P. Keenan
Environmental Engineer
Long Island Rail Road
90-27 Sutphin Boulevard, 4th Floor
Department 0435
Jamaica, New York 11435

Lewis D. Wunderlich
Environmental Engineer
Long Island Rail Road
Hillside Support Facility, Department 3147
93-59 183rd Street
Hollis, New York 11423

Colleen J. Channer
Associate Environmental Counsel
Metropolitan Transportation Authority
347 Madison Avenue
New York, New York 10017-3739

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

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

XII. Termination of Agreement

A. 1. Volunteer may elect in writing to terminate this Agreement without cause while the Department may only elect to terminate this Agreement for cause, which shall be established so long as the Department's stated reason is not arbitrary and capricious. The Department shall include in its notice of termination the basis for its election to terminate this Agreement.

2. In the event of either party's election to terminate this Agreement, this Agreement shall terminate effective the 5th Day after the non-terminating party's receipt of the written notification terminating this Agreement, except that such termination shall not affect the provisions contained in Paragraphs IV, VI and VIII and in Subparagraph XIV.O, nor Volunteer's obligation to ensure that it does not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before any activities were commenced under this Agreement, which provisions and obligation shall survive the termination of this Agreement.

B. Notwithstanding Subparagraph XII.A, this Agreement shall terminate without notice in the event that Volunteer fails to submit additional Work Plans in accordance with Subparagraph II.E, unless other Work Plans are under review by the Department or being implemented by Volunteer.

XIII. Dispute Resolution

A. If Volunteer disagrees with the Department's notice of disapproval of a submittal or a proposed Work Plan, disapproval of a final report, nullification of this Agreement pursuant to Subparagraph XIV.A.2, or rejection of Volunteer's assertion of a Force Majeure Event, Volunteer may, within thirty (30) Days of receipt of such notice, request in writing informal negotiations with the Department in an effort to resolve the dispute. A copy of such request shall be sent by Volunteer to the appropriate Remedial Bureau Chief in the Department's Central Office. The Department and Volunteer shall consult together in good faith and exercise best efforts to resolve any differences or disputes without resort to the procedures described in Subparagraph XIII.B. The period for informal negotiations shall not exceed thirty (30) Days from Volunteer's request for informal negotiations. If the parties cannot resolve a dispute by informal negotiations during this period, the Department's position shall be considered binding unless Volunteer notifies the Department in writing within thirty (30) Days after the conclusion of the thirty (30) Day period for informal negotiations that it invokes the dispute resolution provisions provided under Subparagraph XIII.B.

B. 1. Volunteer shall file with the "OH&M" a request for formal dispute resolution and a written statement of the issues in dispute, the relevant facts upon which the

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

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

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

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

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

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

iii. Changes to a time frame set forth in this Agreement shall be accomplished by a written request to the Department's project attorney and project manager, which request shall be timely responded to in writing. The Department's decision relative to a request for a time frame change shall be subject to dispute resolution pursuant to Paragraph XIII.

H. 1. If there are multiple parties signing this Agreement, the term "Volunteer" shall be read in the plural where required to give meaning to this Agreement. Further, the obligations of Volunteers under this Agreement are joint and several and the insolvency of or failure by any Volunteer to implement any obligations under this Agreement

shall not affect the obligations of the remaining Volunteer(s) to carry out the obligations under this Agreement.

2. If Volunteer is a partnership, the obligations of all general partners, including limited partners who act as general partners, to finance and perform obligations under this Agreement and to pay amounts owed to the Department under this Order are joint and several. In the event of the insolvency or other failure of any one or more of the general partners to implement the requirements of this Agreement, the remaining general partners shall complete all such requirements.

3. Notwithstanding the foregoing Subparagraphs XIV.H.1 and 2, if multiple parties sign this Agreement as Volunteers but not all of the signing parties elect, pursuant to Subparagraph II.F.2, to implement a Work Plan, then all Volunteers are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Volunteers electing to perform additional work shall be jointly and severally liable under this Agreement for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Volunteers electing to implement such additional Work Plan(s) shall be eligible to receive the release and covenant not to sue as provided under Subparagraph II.H.

I. Except as provided in Subparagraph XIV.O, and to the extent authorized under 42 U.S.C. Section 9613, New York General Obligations Law Section 15-108, and any other applicable law, Volunteer shall be deemed to have resolved its liability to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2) for "matters addressed" pursuant to and in accordance with this Agreement. "Matters addressed" in this Agreement shall mean all response actions taken to implement this Agreement for the Site and all response costs incurred and to be incurred by any person or party in connection with the work performed under this Agreement, which costs have been paid by Volunteer, including reimbursement of State Costs pursuant to this Agreement.

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

K. All activities undertaken by Volunteer pursuant to this Agreement shall be performed in accordance with the requirements of all applicable Federal and State laws, regulations, and guidance documents.

L. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in ECL Article 27, Title 13 or in regulations promulgated under such statute shall have the meaning assigned to them under said statute or regulations. Whenever terms listed in

the Glossary attached hereto are used in this Agreement or in the attached Exhibits, the definitions set forth in the Glossary shall apply. In the event of a conflict, the definition set forth in the Glossary shall control.

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

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

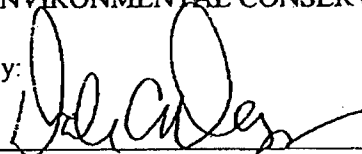
O. Volunteer and Volunteer's employees, servants, agents, lessees, sublessees, grantees, successors, and assigns hereby waive any right to pursue reimbursement of monies expended by Volunteer prior to the Termination Date as against the State or the Spill Fund, and agree to indemnify and hold harmless the Spill Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

P. The effective date of this Agreement is the 10th Day after the date it is signed by the Commissioner or the Commissioner's designee.

DATED: NOV - 1 2004

ERIN M. CROTTY, COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Dale A. Desnoyers
Director
Division of Environmental Remediation

CONSENT BY VOLUNTEER

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

Metropolitan Transportation Authority/Long
Island Rail Road

By: Jose R. Fernandez

Title: Vice President System Safety & Security

Date: Aug 20, 2004

STATE OF NEW YORK)

) S.S.:

COUNTY OF)

ANN MARIE NICOLETTI
Notary Public, State of New York
No. 01715013948
Qualified in Suffolk County
Commission Expires July 15, 2007

On the 20th day of Aug, in the year 2004, before me, the undersigned, personally appeared Jose R. Fernandez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Ann Marie Nicoletti
Signature and Office of individual
taking acknowledgment

EXHIBIT "A"

Site List, Description and Map

EXHIBIT "B"

Department-Approved Work Plan(s)

EXHIBIT "C"

Release and Covenant Not to Sue

Unless otherwise specified in this letter, all terms used in this letter shall have the meaning assigned to them under the terms of the Voluntary Cleanup Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Metropolitan Transportation Authority/Long Island Rail Road ("Volunteer"), Index Nos. W1-0993-04-04 (Region 1), W2-0994-04-04 (Region 2) (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Agreement's Work Plan(s) relative to the Site, located at _____ has been successfully implemented.

The Department therefore, hereby releases and covenants not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to the Environmental Conservation Law, the NL or the State Finance Law, and from referring to the Attorney General any claim for recovery of costs incurred by the Department, against Volunteer and Volunteer's lessees and sublessees, grantees, successors, and assigns, and their respective secured creditors, for the further investigation and remediation of the Site, based upon the release or threatened release of Covered Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be or have been made to the Department, (b) appropriate deed restrictions remain recorded in accordance with Paragraph X of the Agreement, and (c) Volunteer and/or its' lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Work Plan providing for OM&M, if any. Nonetheless, the Department hereby reserves all of its rights concerning, and such release and covenant not to sue shall not extend to natural resource damages or to any further investigation or remedial action the Department deems necessary:

- due to migration off-Site of contaminants resulting in impacts that are not inconsequential to environmental resources, to human health, or to other biota and to off-Site migration of petroleum;
- due to environmental conditions or information related to the Site which were unknown at the time this Release and Covenant Not to Sue was issued and which indicate that the

EXHIBIT "A"

Site List, Description and Map

EXHIBIT "B"

Department-Approved Work Plan(s)

EXHIBIT "C"

Release and Covenant Not to Sue

Unless otherwise specified in this letter, all terms used in this letter shall have the meaning assigned to them under the terms of the Voluntary Cleanup Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Metropolitan Transportation Authority/Long Island Rail Road ("Volunteer"), Index Nos. W1-0993-04-04 (Region 1), W2-0994-04-04 (Region 2) (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Agreement's Work Plan(s) relative to the Site, located at _____ has been successfully implemented.

The Department therefore, hereby releases and covenants not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to the Environmental Conservation Law, the NL or the State Finance Law, and from referring to the Attorney General any claim for recovery of costs incurred by the Department, against Volunteer and Volunteer's lessees and sublessees, grantees, successors, and assigns, and their respective secured creditors, for the further investigation and remediation of the Site, based upon the release or threatened release of Covered Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be or have been made to the Department, (b) appropriate deed restrictions remain recorded in accordance with Paragraph X of the Agreement, and (c) Volunteer and/or its' lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Work Plan providing for OM&M, if any. Nonetheless, the Department hereby reserves all of its rights concerning, and such release and covenant not to sue shall not extend to natural resource damages or to any further investigation or remedial action the Department deems necessary:

- due to migration off-Site of contaminants resulting in impacts that are not inconsequential to environmental resources, to human health, or to other biota and to off-Site migration of petroleum;
- due to environmental conditions or information related to the Site which were unknown at the time this Release and Covenant Not to Sue was issued and which indicate that the

Contemplated Use cannot be implemented with sufficient protection of human health and the environment;

- due to Volunteer's failure to implement the Agreement to the Department's satisfaction; or
- due to fraud committed by Volunteer in entering into or implementing this Agreement.

Additionally, the Department hereby reserves all of its rights concerning, and any such release and covenant not to sue shall not extend to Volunteer nor to any of Volunteer's lessees, sublessees, successors, or assigns who cause or allow a release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Covered Contamination; or cause or allow the use of the Site to change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to any of Volunteer's lessees, sublessees, successors, or assigns who are otherwise responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release and covenant not to sue shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Covered Contamination.

Notwithstanding any other provision in this release, covenant not to sue, and forbearance,

- if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this letter shall be construed or deemed to preclude the State of New York from recovering such claim.
- except as provided in this letter and in Agreement, nothing contained in the Agreement or in this letter shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights (including, but not limited to, the right to recover natural resources damages) with respect to any party, including Volunteer.

- nothing contained in this letter shall prejudice any rights of the Department to take any investigatory or remedial action it deems necessary if Volunteer fails to comply with the Agreement or if contamination other than Existing Contamination is encountered at the Site.
- nothing contained in this letter shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- nothing contained in this letter shall be construed to affect the Department's right to terminate the Agreement under the terms of the Agreement at any time during its implementation if Volunteer fails to comply substantially with the Agreement's terms and conditions.

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION**

By: _____

Date: _____

Appendix "A"

(to Exhibit "C")

Map of the Site

Exhibit "D"

NOTICE OF AGREEMENT

This Notice is made as of the _____ day of _____, 2004 by Metropolitan Transportation Authority/Long Island Rail Road regarding a parcel of real property located at _____ bearing Tax Map Number _____ (the "Property"); and

WHEREAS, Metropolitan Transportation Authority/Long Island Rail Road ("Volunteer"), entered into an agreement with the Department of Environmental Conservation, Index Nos. W1-0993-04-04 (Region 1), W2-0994-04-04 (Region 2) (the "Agreement"), concerning contamination which is or may be present on the Property, which Agreement was executed on behalf of the Department on _____; and

WHEREAS, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Volunteer and its lessees and sublessees, grantees, successors, and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation, subject to certain reservations set forth in the Agreement; and

WHEREAS, pursuant to the Agreement, Volunteer agreed to cause the filing of a notice of the Agreement with the _____ County Clerk in accordance with Paragraph IX of the Agreement to give all parties who may acquire any interest in the Property notice of the Agreement.

NOW, THEREFORE, Volunteer, for itself and for its successors and assigns, declares that:

- 1. This Notice of Agreement is hereby given to all parties who may acquire any interest in the Property; and**
- 2. This Notice shall terminate upon the filing of a Notice of Termination of this Agreement after having first received approval to do so from the New York State Department of Environmental Conservation or having terminated the Agreement pursuant to its Paragraph XII.**

IN WITNESS WHEREOF, Volunteer has executed this Notice of Agreement by its duly authorized representative.

Dated:

By: José R. Fernandez

STATE OF NEW YORK

)

ANN MARIE NICOLETTI
Notary Public, State of New York
No. 01NI5013948
Qualified in Suffolk County
Commission Expires July 15, 2007

) S.S.:

COUNTY OF

)

On the 20th day of Aug, in the year 2004, before me, the undersigned, personally appeared José R. Fernandez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Ann Marie Nicoletti
Signature and Office of individual
taking acknowledgment

Appendix "A"

(to Exhibit "D")

Map of the Property

of the Property, which threatens the integrity of the soil cap, or which results in unacceptable human exposure to contaminated soils.

Third, the owner of the Property shall maintain the cap covering the Property by maintaining its grass cover or, after obtaining the written approval of the Relevant Agency, by capping the Property with another material.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for [define Use] without the express written waiver of such prohibition by the Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Relevant Agency.

Sixth, the owner of the Property shall continue in full force and effect any institutional and engineering controls required under the Agreement and maintain such controls unless the owner first obtains permission to discontinue such controls from the Relevant Agency.

Seventh, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner, and its successors and assigns, consents to enforcement by the Relevant Agency of the prohibitions and restrictions that Paragraph X of the Agreement requires to be recorded, and hereby covenants not to contest the authority of the Relevant Agency to seek enforcement.

Eighth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

[acknowledgment]

Glossary of Terms

The following terms shall have the following meanings:

"BPM Director": the Director of the Bureau of Program Management within the Division of Environmental Remediation.

"CERCLA": the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.

"Covered Contamination": the concentrations of Existing Contamination remaining on the Site on the date that the Department issues the Release set forth in Exhibit "C."

"CPLR": the Civil Practice Law and Rules, as amended.

"Day": a calendar day unless expressly stated to be a working day. "Working Day" shall mean a day other than a Saturday, Sunday or State holiday. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday or State holiday, the period shall run until the close of business of the next working day.

"Department": the New York State Department of Environmental Conservation.

"Director": the Division Director, Division of Environmental Remediation.

"ECL": the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended.

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

"Interim Remedial Measure" or "IRM": an interim remedial measure which is a discrete set of activities, including removal activities, to address both emergency and non-emergency Site conditions, which can be undertaken without extensive investigation or evaluation, to prevent, mitigate, or remedy environmental damage or the consequences of environmental damage attributable to a Site.

"NL": the Navigation Law, as amended.

"OH&M": the Office of Hearings and Mediation Services.

"OM&M": post-construction operation, maintenance, and monitoring; the last phase of a remedial program, which continues until the remedial action objectives for the Site are met.

"Professional Engineer": an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

"Spill Fund": the New York State Environmental Protection and Spill Compensation Fund as established by Article 12, Part 3 of the NL.

"State Costs": all the State's response expenses related to the Site, including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for negotiating, implementing, overseeing, and administering this Agreement, and any other response costs as defined under CERCLA. Approved agency fringe benefit and indirect cost rates will be applied.

"Termination Date": the date upon which (i) the Release (Exhibit "C") is issued or the Department approves the final report relative to the OM&M at the Site, whichever is later; or (ii) the Agreement terminates pursuant to Paragraph XII or is nullified pursuant to Subparagraph XIV.A.2.

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

"USEPA": the United States Environmental Protection Agency.

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

APPENDIX C

INSTITUTIONAL AND ENGINEERING CONTROL EVALUATION FORM/ O&M INSPECTION REPORT

INSTITUTIONAL AND ENGINEERING CONTROL EVALUATION FORM

I. Site Background Information

A. Site Name and Location:

Site name as it appears on the Environmental Easement: Nassau Boulevard Substation

Name of the current property owner(s): LIRR

Site Street Address: Edgemere Road, Garden City, NY

Municipality (-ies): Town of Oyster Bay County (-ies): Nassau

Blocks: _____

Lots: _____

Source information obtained from: _____

B. Person responsible for preparing Institutional and Engineering Control Evaluation Form:

Person's Name: Gloria Russo

Person's Title: Manager of Enviromental Planning and Correspondance

Company Name: LIRR - System Safety

Relationship to the Site (check as appropriate): Owner ☒ Operator _____

Lessee _____ Person Who Conducted the Cleanup _____

Other (describe) _____

Street Address: Jamaica Central Control Building
144-41 94th Avenue, 4th Floor, MC 1944

City: Jamaica State: New York

Telephone Number: (347) 494- 6034

Fax Number: (718) 558- 4962

E-mail Address: GGRusso@LIRR.org

C. Case Specific Information (Complete all that apply)

- **Site Name:** Nassau Boulevard Substation
- **Site Registry Number:** V00394-1
- **Date of final Remediation Report and/or Certificate of Completion:**
- **Name and program of assigned Project Manager at issuance of Environmental Easement:** Nathan Putnam- NYSDEC Division of Environmental Remediation

D. Existing Site Conditions

- Describe the physical characteristics of the site (features, topography, drainage, vegetation, access, etc.). If necessary, attach additional sheets.

[illegible]

- Describe the current site operations/use. If necessary, attach additional sheets.

- Describe visual integrity/condition engineering control. If necessary, attach additional sheets.

II. Protectiveness Evaluation

A. Environmental Easement and Engineering Control Information (Complete below)

- Provide the following information for the recorded Environmental Easement:

Book Number: _____

Page Number: _____

Date the date the Environmental Easement was filed in the office of the county recording officer: _____

- Have any amendments and/or additional filings been recorded that may modify or supersede the Environmental Easement?

Yes ____ No ____

If "Yes", provide an explanation. If necessary, attach additional sheets.

B. Evaluation of Institutional and Engineering Controls

1. Zoning or Land Use Changes (Complete below)

- a. Land use at the time the Environmental Easement was filed (check all that apply):

Non-Residential ____ Residential ____ Agricultural ____ Other Industrial

- b. Current land use (check all that apply):

Non-Residential ____ Residential ____ Agricultural ____ Other Industrial

- c. Has there been an actual or pending zoning or land-use change?

Yes ____ No X

2. Inspections (Complete below)

Have periodic inspections of the site identified any excavation or other disturbance activities that have taken place within the restricted areas?

Yes ____ No ____

Date(s) of Disturbance: _____

Duration of Disturbance: Years ____ Months ____ Days ____

Date the NYSDEC was notified: _____

Date Work Plan Approved: _____

Description of the disturbance and methods to address the disturbance. If necessary, attach additional sheets.

Name of Contact Person Relative to the Disturbance:

Gloria Russo

Title: Manager of Environmental Planning and Correspondance

Jamaica Central Control Building

Street Address: 144-41 94th Avenue, 4th Floor, MC 1944

City: Jamaica State: NY Zip Code: 11435

Telephone Number: (347)-494-6034

Email Address: GGRusso@LIRR.org

3. Changes to Laws and Regulations (Complete below)

- a. Are there any subsequently promulgated or modified environmental laws or regulations, which apply to the site?

Yes ____ No ____

- b. If "Yes", has the evaluation also determined that the Environmental Easement and engineering control, as applicable, meets the requirements of the new laws and regulations?

Yes ____ No ____

- c. The Environmental Easement and engineering control, as applicable that did not meet the requirements of the new laws and regulations has been addressed in the following manner to bring them into compliance. If necessary, attach additional sheets.

APPENDIX I

LIRR'S MERCURY TESTING IN AIR – NASSAU BOULEVARD SUBSTATION



Long Island Rail Road

SYSTEM SAFETY

MERCURY VAPOR TESTING IN AIR NASSAU BOULEVARD SUBSTATION

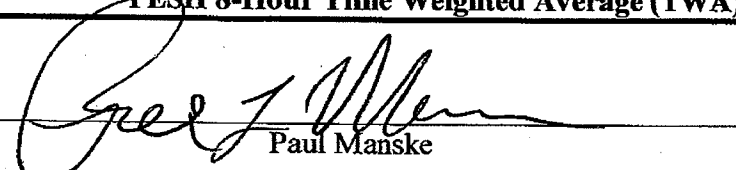
Test Date 10/22/09

The sampling was conducted by Albert Albano & Paul Manske of the LIRR's System Safety Office, using a Jerome 431X Mercury Vapor Meter (s/n 431-3795). The Meter was regenerated and zeroed prior to use. Sampling was conducted in various locations that included;

- Around the exterior of the substation building a few inches above ground level – 12 samples
- Within the substation basement – 7 samples.

Conclusion: No mercury was detected in any of the 19 samples collected. With regard to mercury vapor, the air within and around the substation is acceptable for human access/occupancy of unlimited duration without the need for respiratory protection.

TABLE 1 – MERCURY VAPOR TEST RESULTS		
ID	LOCATION	READING
A	Exterior – North East corner	0.000 mg/m ³
B	Exterior – North side, at 1/4 building's length	0.000 mg/m ³
C	Exterior – North side, at 2/4 building's length	0.000 mg/m ³
D	Exterior – North side, at 3/4 building's length	0.000 mg/m ³
E	Exterior – Northwest corner	0.000 mg/m ³
F	Exterior – West side, at 1/2 the building's depth	0.000 mg/m ³
G	Exterior – South West, corner	0.000 mg/m ³
H	Exterior – South side, at 1/4 building's length	0.000 mg/m ³
I	Exterior – South side, at 1/4 building's length	0.000 mg/m ³
J	Exterior – South side, at 1/4 building's length	0.000 mg/m ³
K	Exterior – Southeast, corner	0.000 mg/m ³
L	Exterior – East Side, at 1/2 the building's depth	0.000 mg/m ³
M	Interior – Main Area, center at breathing zone	0.000 mg/m ³
N	Interior – Basement, corner SW	0.000 mg/m ³
O	Interior – Basement, corner NW	0.000 mg/m ³
P	Interior – Basement, corner NE	0.000 mg/m ³
Q	Interior – Basement, corner SE	0.000 mg/m ³
R	Interior – Basement, center at floor	0.000 mg/m ³
S	Interior – Basement, at the sump	0.000 mg/m ³
PESH 8-Hour Time Weighted Average (TWA)		0.050 mg/m ³


Paul Manske

10/23/2009
Date